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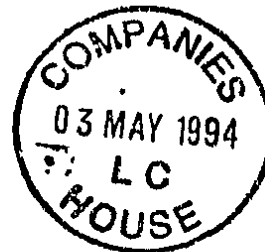
THE COMPANIES ACT 1985 (AS AMENDED)

Company limited by shares

RESOLUTIONS

of

NORTHERN GAS PROCESSING LIMITED



At an Extraordinary General Meeting of the above-named Company duly convened and held on 19th April, 1994 the following resolutions were passed, resolutions 1 as a special resolution and resolution 2 as an ordinary resolution:-

SPECIAL RESOLUTION

1. THAT:-

- (a) the Company's share capital be and it is hereby increased by the creation of 8,000,001 new Preference Shares of US\$1 each and designated as 8,000,000 Class A Preference Shares and 1 Class B Preference Share each having respectively attached thereto the rights and privileges set out in paragraph (b) of this Resolution;
- (b) the Company's Articles of Association be and they are hereby amended by deleting the existing Article 3 and inserting a new Article 3 to read as follows:-

"3. Authorised Share Capital

3.1 Share Capital

The capital of the Company at the date of the adoption of this Article is \$13,000,001 divided into 5,000,000 ordinary shares of \$1 each ("Ordinary Shares") and 8,000,001 redeemable preference shares of \$1 each ("Preference Shares") consisting of 8,000,000 cumulative Class A Preference Shares and 1 non-cumulative Class B Preference Share.

3.2 Rights of Shares

The rights and restrictions attaching to the Ordinary Shares and each class of the Preference Shares are as follows:-

3.2.1 As Regards Income

SLAUGHTER AND MAY (8) The profits of the Company available for distribution and
35 FENCHURCH LANE
LONDON EC2V 5DB

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permitted to be distributed by law in respect of any accounting reference period shall be applied (in priority to the payment of any dividend or other distribution to the holders of Ordinary Shares or any other class of share in the capital of the Company) in payment to the holders of the Preference Shares of the Preference Dividend on each Class of Preference Shares, as defined in paragraphs (b) and (c) below provided, further, that until all the Preference Shares have been redeemed or repurchased and all redemption or purchase monies and all arrears, deficiencies and accruals of the Preference Dividend (whether earned or declared and whether due and payable or not) have been paid in full, none of the profits of the Company available for distribution and not otherwise distributed as a Preference Dividend in respect of any accounting reference period shall be applied in the payment of any dividends or other distributions in respect of the Ordinary Shares or any other class of shares or otherwise and no redemptions or purchases of Ordinary Shares or any other class of shares may be effected by the Company without the prior unanimous written consent of all the holders of the Preference Shares.

- (b) The "Preference Dividend" on the Class A Preference Shares (which shall be payable prior to the Preference Dividend on the Class B Preference Shares) shall be a fixed cumulative preferential dividend payable in US dollars of twenty cents per annum for each Class A Preference Share which is fully paid up or credited as fully paid and shall be determined without taking into account the amount of any associated tax credit to which the holder of the Preference Share may be entitled under UK law or any double taxation treaty or otherwise. The Preference Dividend shall accrue on a daily basis and be payable and distributed half yearly in arrears in two equal payments of ten cents on 15th June and 15th December in every year (or in the event of any such date being a Saturday, Sunday or a day which is a public holiday in England on the first preceding day which is not of such description) save that in respect of the period from 19th April 1994 to 14th June 1994 the Preference Dividend shall be 3.2 cents. Except as provided in this Article 3, the Class A Preference Shares shall not entitle the holders thereof to any further or other rights of participation in the profits of the Company.
- (c) The "Preference Dividend" on the Class B Preference Shares shall be a non-cumulative preferential dividend payable and distributable in respect of every accounting reference period of the Company (the first being for the accounting reference period ended 31st December, 1994) within two working days after the audited accounts for such period are approved by the Board of Directors of the Company provided that (i) at the time of each such payment and distribution there are then no arrears, accruals or deficiencies of the Preference Dividend on the Class A Preference Shares and (ii) there are profits of the Company available for distribution as permitted by law and not otherwise

distributed as Preference Dividend on the Class A Preference Shares in respect of that accounting reference period. The total of all Preference Dividends on the Class B Preference Shares shall not exceed \$40,000,000 (which shall be determined without taking into account the amount of any associated tax credit to which the holders of the Class B Preference Shares may be entitled under UK law or any double taxation treaty or otherwise). Subject as aforesaid the Preference Dividend on the Class B Preference Shares shall be payable for each Class B Preference Share which is fully paid up or credited as fully paid in US Dollars in an amount per annum equal to the lesser of (1) the profits of the Company available for distribution in respect of the period as described in (ii) above of this Article 3.2.1(c) and (2) Available Cash on the date of such distribution. For this purpose the expression "Available Cash" shall mean cash, money on deposit at the bank and other securities representing cash or which are readily realisable into cash but does not include cash the Company is contractually prohibited from distributing pursuant to the Disbursement Agreement (as defined in the Subordinated Note Purchase Agreement referred to below) or (by way of example only) debtors or other choses in action. Except as provided in this Article 3 the Class B Preference Shares shall not entitle the holders thereof to any further or other rights of participation in the profits of the Company.

- (d) Payments of the Preference Dividend on each Class of Preference Shares shall be made to holders of Preference Shares of such Class on the register of members on any date selected by the Company up to 5 days prior to the relevant dividend payment date. After the redemption of the Preference Shares and the payment in full of all accrued dividends thereon, the balance of the profits of the Company available for distribution, so far as resolved to be distributed, so far as resolved to be distributed, and subject to any special rights which may be attached to any other class of share, shall be distributed by way of dividend among the holders of the Ordinary Shares.

3.2.2 As Regards Capital

On a distribution of assets or other return of capital whether on liquidation or dissolution, winding up or otherwise (including a sale of all or substantially all of the assets of the Company on a merger, reorganisation or reconstruction of the Company, but excluding on redemption or purchase of the Preference Shares) the assets of the Company available for distribution among the members shall be applied:-

- (a) first, in repaying to the holders of the Preference Shares the nominal amount of \$1 paid up on each such share without regard to Class;

- (b) second, in payment of a sum equal to any arrears, deficiencies or accruals (if any) of the Preference Dividend on each Class, to be calculated down to the date of the commencement of the winding up (in the case of a winding up) or the return of capital (in any other case) and to be payable irrespective of whether such dividend has been earned or declared or has become due and payable;
- (c) thirdly, (if no tax credit as hereinafter referred to attaches to the amount paid under (b) above), in payment of an amount equal to the tax credit which the relative holder of Preference Shares would have received (whether as a payment in cash or to be taken into account in computing such holder's liability to taxation) in respect of the amount paid under (b) above if such amount had been paid to such holder by way of dividend immediately prior to the commencement of the winding up or other return of capital;
- (d) fourthly, subject to any special rights which may attach to any other class of share and after payment to the holders of the Preference Shares in full of their entitlements under (a), (b) and (c) above, in repaying to the holders of the Ordinary Shares the nominal amounts paid up on such shares; and
- (e) fifthly, the balance, if any, subject to any special rights which may be attached to any other class of shares, in being distributed among the holders of the Ordinary Shares rateably accordingly to the amounts paid up on such Ordinary Shares held by them respectively.

3.2.3 As Regards Notice of Meetings and Voting

- (a) On a show of hands every holder of Ordinary Shares present in person or by proxy shall have one vote and on a poll every such holder present in person or by proxy shall have one vote for every Ordinary Share of which he is the holder.
- (b) Subject to Articles 3.2.3(c) and 3.2.5, the Preference Shares:-
 - (i) shall not entitle the holders thereof to vote upon any resolution. Subject as aforesaid, at a meeting the business of which includes the consideration of a resolution on which the holders of Preference Shares are entitled to vote, in respect of each such resolution on a show of hands every holder of Preference Shares without regard to Class who is present in person or by proxy shall have one vote and on a poll every such holder present in person or by proxy shall have

one vote for every Preference Share of which he is the holder; and

- (ii) whether or not entitled to vote upon resolutions thereat, shall entitle the holders thereof to receive notice of and to attend each meeting of the Company.
- (c) In addition to any other rights provided at law, the Preference Shares, without regard to Class, shall entitle their holders to vote as follows:-
 - (i) If (1) at 15th June, 2000, there are then any unpaid arrears, deficiencies or accruals of the Preference Dividend on the Class A Preference Shares (whether earned or declared and whether due and payable or not); (2) the Preference Dividend on the Class A Preference Shares payable on 15th June 2000 or at any time thereafter is not paid in full when due or the Preference Dividend on the Class B Preference Share is at any time not paid in full when due (and in each such case until any such arrears, deficiencies or accruals are paid in full); (3) there exists and continues a default by any party under any Operative Document ("Operative Document" bears the meaning set out in the Subordinated Note Purchase Agreement (the "Subordinated Note Purchase Agreement") dated as of 31st March, 1994 among the Company, USL Capital Corporation and DCC Project Finance Five, Inc. ("DCC") or a breach or default under Article 3.2.5 hereof or a breach or default in respect of the Company's covenants, warranties or other obligations under the Preference Share Purchase Agreement dated as of 31st March, 1994 between DCC and the Company; (4) there occurs the destruction or damage (in whole or in part) of the Premises (as defined in Subordinated Note Purchase Agreement) by fire, casualty or the taking under the exercise of the power of compulsory purchase or any other action by any governmental authority, of any estate, right, title or interest in or to, or the temporary use of the Premises or any part thereof, and in either such case prior to the Company making an election under Section 11.2 of the Mortgage (as defined in the Subordinated Note Purchase Agreement); (5) if at any time there are less than two directors of the Company and the holders of the Ordinary Shares fail to appoint directors of the Company to ensure the minimum number in office at any time is two; or (6) the holders of the Preference Shares determine in good faith that the directors of the Company have failed to exercise such management powers as they may, in accordance with the Operative Documents, exercise in a manner which, in the bona fide

opinion of such holders is reasonably calculated to maximise the profits of the Company available for distribution, or have failed to replace the operator upon the termination of the existing Operation and Management Agreement (as defined in the Subordinated Note Purchase Agreement), then in each such case the holders of a majority in nominal value of the Preference Shares without regard to Class (by an ordinary resolution at a separate class meeting thereof or by a memorandum in writing signed by the same) shall be entitled to appoint (and remove) up to three directors of the Company and the holders of a majority in nominal value of the Ordinary Shares (by an ordinary resolution at a separate class meeting thereof or by a memorandum in writing signed by the same) shall be entitled to appoint (and remove) up to two directors of the Company, anything herein to the contrary notwithstanding. The office of all persons who may be directors of the Company immediately prior thereto shall be vacated upon the appointment of any director of the Company by the holders of a majority in nominal value of the Preference Shares by virtue of the above provisions, whether or not the holders of the Ordinary Shares shall then have appointed any directors of the Company.

- (ii) If and when an event or circumstance described in Article 3.2.3(c)(i) which has given voting rights to the holders of the Preference Share ceases to exist and so long as none of the holders of any debt securities of the Company is acting upon remedies or entitled to act upon remedies available to it but not otherwise, the holders of Preference Shares shall be divested of the special rights with respect to the election of directors provided in Article 3.2.3(c)(i) hereof, and the voting power, with respect thereto, shall revert to the holders of the Ordinary Shares; but subject always to the same provisions for vesting such special rights in the holders of the Preference Shares in case of further like event or events as provided in Article 3.2.3(c)(i) hereof. Upon the termination of any such special rights, the office of all persons who may have been elected directors of the Company by the holders of a majority of the Preference Shares, pursuant to such special right shall forthwith be vacated.
- (iii) At all meetings of shareholders held for the purpose of electing directors during such time as the holders of the Preference Shares shall have the special right to elect directors pursuant hereto, the presence in person or by proxy of the holders of a majority of the outstanding shares of

any other class entitled to vote at such meeting shall be required to constitute a quorum of that other class for the election of directors, and the presence in person or by proxy of the holders of shares representing a majority of the votes entitled to be cast by the holders of the total number of Preference Shares without regard to Class then outstanding shall be required to constitute a quorum of such class for the election of directors; provided, however, that the absence of a quorum of the holders of shares of any such class shall not prevent the election of directors at any such meeting (or at any adjournment thereof) by the other such class or classes if the necessary quorum of the holders of shares of such class or classes is present in person or by proxy at such meeting; in the absence of a quorum of the holders of shares of any class, a majority of those holders of the shares of such class who are present in person or by proxy shall have power to adjourn the meeting for the election of the directors to be elected by such class from time to time without notice other than announcement at the meeting until a quorum shall be present in person or by proxy, but such adjournment shall not be made to a date beyond the date for the mailing of notice of the next annual meeting of the Company or special meeting in lieu thereof.

3.2.4 As Regards Redemption and Purchase:

- (a) Subject to the provisions of these Articles and to the requirements of law and any agreements to which the Company is a party, the Company shall:-
 - (i) if the Final Acceptance Date (as defined in the Subordinated Note Purchase Agreement) has not occurred by January 1, 1998, then on or before February 1, 1998, redeem a portion of the Class A Preference Shares so that after such redemption the amount of the Class A Preference Shares remaining issued and outstanding shall not exceed the Optimal Preference Share Amount (as defined in paragraph (b) below);
 - (ii) redeem 4,000,000 of the Class A Preference Shares (or, if fewer, the Optimal Preference Share Amount (as defined in paragraph (b) below)) on 15th June, 2011 or if that day is not a business day, on the next succeeding business day;
 - (iii) redeem all remaining Class A Preference Shares (if any) on 15th December, 2011 or if that day is not a business day, on the next succeeding business day; and

- (iv) (provided all the Class A Preference Shares have then been redeemed in full and all arrears, accruals and/or deficiencies of the Preference Dividend payable on such Class A Preference Shares have also been paid in full down to the date of such redemption) redeem the Class B Preference Share on the earlier of December 31, 2018 (or if that day is not a business day, on the next succeeding business day) or the day on which all Preference Dividends actually paid and distributed on the Class B Preference Share total \$40,000,000 (determined without taking into account the amount of any associated tax credit to which the holders of the Preference Shares may be entitled under UK law or any double taxation treaty or otherwise).
- (b) The amount payable on redemption in the case of paragraphs (a)(ii), (iii) and (iv) above shall be the nominal amount of such Preference Shares and (in the case of the Class A Preference Shares) an amount equal to any arrears, accruals or deficiencies of the Preference Dividend (whether or not earned or declared or whether it has become due and payable or not). The amount payable on redemption in the case of paragraph (a)(i) above shall be the nominal amount such Class A Preference Shares so redeemed plus a premium calculated as 10% of such nominal amount together with an amount equal to any arrears or accruals of the Preference Dividend thereon (whether or not earned or declared or whether it has become due and payable or not). In each of the foregoing cases, the amount payable on redemption shall be calculated down to and including the date fixed for redemption to holders of the Preference Shares to be redeemed pursuant to paragraph (a) above. For purposes of clause (i) above, the "Optimal Preference Share Amount" shall be determined in good faith by the holder(s) of a majority in nominal value of Class A Preference Shares as being the aggregate number of Class A Preference Shares remaining outstanding which maintains the ratio of total outstanding principal amount of New Subordinated Notes (including interest roll-up thereon) to total par value of Class A Preference Shares in each case after the prepayment and/or redemption. Such holder(s) shall inform the Company of the Optimal Preference Share Amount and the ongoing cash flows available for dividends which will be sufficient to maintain both (i) such holder's same annual pattern of cash flow, on an after-tax basis to be received by such holder and (ii) the internal rate of return, on an after-tax basis, on the remaining Preference Shares in each case at least as high as expected by such holder, based on the Base Case Forecast, as such term is defined in the Operation and Management Agreement (as defined in the Subordinated Note Purchase Agreement).

- (c) The Company shall, not more than 5 days prior to a date for redemption, close the register of the Preference Shares and shall calculate the pro rata amount (rounded upwards or downwards to the nearest whole share) of each registered holder as at the closing of the register which is to be redeemed.
- (d) The Company shall, not later than 14 days before the due date for each redemption, give notice to each holder. Such notice of redemption shall specify the particular Preference Shares to be redeemed, the date fixed for redemption and the place at which the certificates for such Preference Shares are to be presented for redemption and upon such date each of the holders of the Preference Shares concerned shall be bound to deliver to the Company at such place the certificates for such of the Preference Shares concerned as are held by him (or an indemnity in lieu thereof in a form satisfactory to the Company) in order that the same may be cancelled. Upon such delivery the Company shall pay to such holder (or, in the case of joint holders, to the holder whose name stands first in the register of members in respect of such Preference Shares) the amount due to him in respect of such redemption. If any certificate so delivered to the Company includes any Preference Shares not redeemable on that occasion, a fresh certificate for such Preference Shares shall be issued to the holder without charge.
- (e) The receipt by the registered holder of any Preference Shares (or in the case of joint registered holders the receipt by any of them) of the moneys payable on redemption thereof shall constitute an absolute discharge to the Company in respect thereof.
- (f) As from the date of redemption of any Preference Share, the Preference Dividend shall cease to accrue without effect on existing accruals unless on the presentation of the certificate relating thereto payment of the moneys due at such redemption shall be refused in which case the Preference Dividend shall be deemed to have been continued and shall continue to the date of payment.
- (g) If any holder whose Preference Shares are liable to be redeemed under this paragraph shall fail to deliver up the certificate for his shares the Company may retain the redemption moneys until delivery up of the certificate (or an indemnity in lieu of the certificate in a form satisfactory to the Company) and shall within 7 days thereafter pay (by cheque despatched at the holder's risk) the redemption moneys to the holders. No holder of Preference Shares shall have any claim against the Company for interest on any redemption moneys so retained.

3.2.5 Covenants; Modification of Rights Attaching to the reference Shares

As long as any Preference Share is outstanding (and any accrued and unpaid Preference Dividends remain unpaid), the Company or any subsidiary will not without the prior written approval or affirmative vote of all the holders of the Preference Shares without regard to Class, take or permit to be taken actions (and any action in violation hereof shall be without the power of the Company and void ab initio):-

- (a) any amendment, change, modification or any replacement, cancellation, waiver or suspension to any of the Operative Documents or any material provision thereof;
- (b) the Company entering into an agreement other than those referred to in Article 3.2.5(a);
- (c) the Company merging into or consolidating with or selling, leasing, assigning, transferring, conveying or otherwise disposing of all or a substantial part (as defined below) of its assets, business, rights or undertakings to any other person (in this Section 3 a sale, lease, assignment, transfer, conveyance, or other disposition of assets, business or undertakings shall be deemed to be a "substantial part" of such property of the Company only if the book value of such property, when added to the book value of all other property so disposed of by the Company subsequent to the date of adoption of this Article, exceeds 5% of gross tangible assets (as reported in the most recent audited balance sheet of the Company) and in this Article 3.2.5 dispositions (a) of Permitted Investments (as defined in the Subordinated Note Purchase Agreement), cash or other assets in accordance with the provisions of the Disbursement Agreement (as defined in the Subordinated Note Purchase Agreement) or any other Operative Document or (b) in the ordinary course of replacement of assets in connection with repair or maintenance activities, shall not be taken into account);
- (d) the Company repurchasing, redeeming (or otherwise than as provided in Article 3.2.4 above), cancelling or otherwise reducing any part of the issued share capital or any shares in the Company being issued after the date of the adoption of this Article or any change in voting power or control of the Company's shares in any transaction or series of related transactions by realization on the pledge of or charge over any such shares;
- (e) the Company amending or repealing any provision of, or adding any provision to, the Company's Memorandum or Articles of Association or by agreeing to any scheme of reorganization or reconstruction, recapitalization, transfer, consolidation, merger, dissolution, issue,

transfer or sale of shares or other securities (other than in respect of an otherwise permitted transfer of the Preference Shares as contemplated by the Operative Documents; or

- (f) the Company agreeing to or approving any transfer of Ordinary Shares (other than to SPV Management Limited) or avoiding or seeking to avoid the observance or performance of any of the terms to be observed or performed by the Company under the Preference Share Purchase Agreement or any of the other Operative Documents by any other voluntary action; or
 - (g) the Company authorising or issuing of any class or series of any bonds, debentures, notes or other obligations other than pursuant to or as permitted by the Operative Documents or the Company voluntarily prepaying any indebtedness under the Senior Note Purchase Agreement or the Subordinated Note Purchase Agreement."
- (c) the Memorandum of Association of the Company be and is hereby amended by the addition of the following clause 6:-

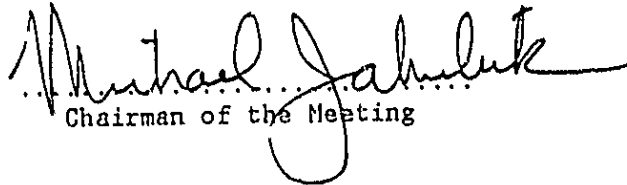
"6. (a) The appointment or reappointment by the Company (whether by the directors of the Company or the Company in general meeting) of an auditor or auditors shall not be effective unless previously approved in writing by the holder or holders from time to time of a majority in nominal value of each class of preference share then in issue.

(b) In the event of the holder or holders from time to time of a majority in nominal value of each class of preference share then in issue serving notice on the Company that the appointment of the then auditor or auditors of the Company is terminated, the appointment of such auditor or auditors shall be terminated with immediate effect and the Company shall forthwith appoint a new auditor subject to the provisions of paragraph (a) above."

ORDINARY RESOLUTION

2. That, pursuant to section 80 of the Companies Act 1985, the directors be and they are hereby authorised generally and unconditionally to exercise all powers of the Company to allot relevant securities (as defined in section 80 of the Companies Act 1985) up to an aggregate nominal amount of \$13,000,001 provided that this authority, unless renewed, shall expire on the date five years from the date on which this resolution is passed save that the Company

may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors may allot the relevant securities in pursuance of such offer or agreement as if the authority conferred hereby had not expired.


Chairman of the Meeting

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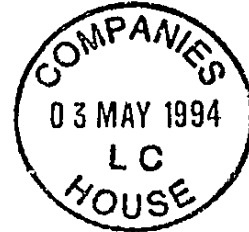
THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

NORTHERN GAS PROCESSING LIMITED



1. The name of the Company is "NORTHERN GAS PROCESSING LIMITED".
2. The registered office of the Company will be situate in England and Wales.
3. The objects for which the Company is established are:-
 - (A) To acquire from Enron Europe Liquids Processing Limited assets located at Teeside, England (comprising, inter alia, an existing natural gas fractionation plant, the land on which it is situated and land on which a further extraction and fractionation plant can be constructed) together with rights relating to those assets.
 - (B) To hold the assets and rights referred to in (A), to operate and maintain the existing natural gas fractionation plant, to build an extraction and fractionation plant on the land referred to in (A) and to operate and maintain such extraction and fractionation plant.
 - (C) To enter into any contract or arrangement in respect of the natural gas fractionation plant and the extraction and fractionation plant referred to in (B) for the construction, maintenance, operation, development or management of such plants and for the processing of natural gas liquids and/or gas through either plant.
 - (D) To borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation in any manner and in particular (without prejudice to the generality of the foregoing) by mortgages of or charges upon all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by the creation and issue of securities.
 - (E) To sell, exchange, mortgage, charge, let, grant licences, easements, options, servitudes and other rights over, and in any other manner deal with or dispose of, all or any part of the undertaking, property and assets (present and future) of the Company for any or no consideration and in particular (without prejudice to the generality of the foregoing) for any securities

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or for a share of profit or a royalty or other periodical or deferred payment.

- (F) To issue and allot securities of the Company for cash or in payment or part payment for any real or personal property purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any other purpose.
- (G) To pay all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Company, and to procure the registration or incorporation of the Company in or under the laws of any place outside England.
- (H) To grant or procure the grant of donations, gratuities, pensions, annuities, allowances, or other benefits, including benefits on death to any directors, officers or employees or former directors, officers or employees of the Company and to the relations, connections or dependants of any such persons, and to other persons whose service or services have directly or indirectly been of benefit to the Company or whom the Board of Directors of the Company considers have any moral claim on the Company or to their relations, connections or dependants.
- (I) To do all or any of the things or matters aforesaid either as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- (J) To do all such other things as in the opinion of the Board of Directors of the Company are or may be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that "securities" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, and that "and" and "or" shall mean "and/or" where the context so permits.

4. The liability of the Members is limited.

5. The share capital of the Company is US\$2.00 divided into 2 ordinary shares of US\$1 each, and the Company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.*

6. (a) The appointment or reappointment by the Company (whether by the directors of the Company or the Company in general meeting) of an auditor or auditors shall not be effective unless previously approved

in writing by the holder or holders from time to time of a majority in nominal value of each class of preference share then in issue.

(b) In the event of the holder or holders from time to time of a majority in nominal value of each class of preference share then in issue serving notice on the Company that the appointment of the then auditor or auditors of the Company is terminated, the appointment of such auditor or auditors shall be terminated with immediate effect and the Company shall forthwith appoint a new auditor subject to the provisions of paragraph (a) above.

*By ordinary resolution passed on 29th December 1993 the authorised share capital of the Company was increased from US\$2.00 to \$5,000,000 by the creation of an additional 4,999,998 ordinary shares of \$1.00 each.

By ordinary resolution passed on 19th April, 1994 the authorised share capital of the Company was increased from \$5,000,000 to \$13,000,001 by the creation of 8,000,000 Class A preference shares and 1 Class B preference share.

By ordinary resolution passed on 20th April, 1994 4,999,900 of the ordinary shares of \$1 each were cancelled pursuant to Section 121(2)(e) of the Companies Act 1985 thereby reducing the authorised share capital of the Company to \$8,000,101 divided into 100 ordinary shares of \$1 each, 8,000,000 Class A preference shares of \$1 each and 1 Class B preference share of \$1.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company, in pursuance of the Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS
OF SUBSCRIBERS

Number of Shares
taken by each
Subscriber

For and on behalf of
TRUCIDATOR NOMINEES LIMITED,
35 Basinghall Street,
London EC2V 5DB

One

CHARLES RANDELL
Authorised Signatory

For and on behalf of
TREXCO LIMITED,
35 Basinghall Street,
London EC2V 5DB

One

CHARLES RANDELL
Authorised Signatory

DATED the 21st day of October 1993

WITNESS to the above Signatures:-

P.R. COLEMAN
Trainee Solicitor
35 Basinghall Street,
London EC2V 5DB

CDR0173.94D

ARTICLES OF ASSOCIATION

of

NORTHERN GAS PROCESSING LIMITED

(as amended by special resolutions passed on
29th December, 1993 and 19th April, 1994)

Adoption of Table A

1. In these articles "Table A" means Table A scheduled to the Companies (Tables A to F) Regulations 1985 as amended prior to the date of incorporation of the company. The regulations contained in Table A shall, except where they are excluded or modified by these articles, apply to the company and, together with these articles, shall constitute the articles of the company. No other regulations set out in any statute concerning companies, or in any statutory instrument or other subordinate legislation made under any statute, shall apply as the regulations or articles of the company.

Interpretation

2. Words and expressions which bear particular meanings in Table A shall bear the same meanings in these articles. References in these articles to writing include references to any method of representing or reproducing words in a legible and non-transitory form. Headings are for convenience only and shall not affect construction. If, and for so long as, the company has only one member, these articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to such a company.

Rights attached to shares

3. Authorised Share Capital

3.1 Share Capital

The capital of the Company at the date of the adoption of this Article is \$13,000,001 divided into 5,000,000 ordinary shares of \$1 each ("Ordinary Shares") and 8,000,001 redeemable preference shares of \$1 each ("Preference Shares") consisting of 8,000,000 cumulative Class A Preference Shares and 1 non-cumulative Class B Preference Share.

3.2 Rights of Shares

The rights and restrictions attaching to the Ordinary Shares and each class of the Preference Shares are as follows:-

3.2.1 As Regards Income

- (a) The profits of the Company available for distribution and permitted to be distributed by law in respect of any accounting reference period shall be applied (in priority to the payment of any dividend or other distribution to the holders of Ordinary Shares or any other class of share in the capital of the Company) in payment to the holders of the Preference Shares of the

Preference Dividend on each Class of Preference Shares, as defined in paragraphs (b) and (c) below provided, further, that until all the Preference Shares have been redeemed or repurchased and all redemption or purchase monies and all arrears, deficiencies and accruals of the Preference Dividend (whether earned or declared and whether due and payable or not) have been paid in full, none of the profits of the Company available for distribution and not otherwise distributed as a Preference Dividend in respect of any accounting reference period shall be applied in the payment of any dividends or other distributions in respect of the Ordinary Shares or any other class of shares or otherwise and no redemptions or purchases of Ordinary Shares or any other class of shares may be effected by the Company without the prior unanimous written consent of all the holders of the Preference Shares.

- (b) The "Preference Dividend" on the Class A Preference Shares (which shall be payable prior to the Preference Dividend on the Class B Preference Shares) shall be a fixed cumulative preferential dividend payable in US dollars of twenty cents per annum for each Class A Preference Share which is fully paid up or credited as fully paid and shall be determined without taking into account the amount of any associated tax credit to which the holder of the Preference Share may be entitled under UK law or any double taxation treaty or otherwise. The Preference Dividend shall accrue on a daily basis and be payable and distributed half yearly in arrears in two equal payments of ten cents on 15th June and 15th December in every year (or in the event of any such date being a Saturday, Sunday or a day which is a public holiday in England on the first preceding day which is not of such description) save that in respect of the period from 19th April 1994 to 14th June 1994 the Preference Dividend shall be 3.2 cents. Except as provided in this Article 3, the Class A Preference Shares shall not entitle the holders thereof to any further or other rights of participation in the profits of the Company.
- (c) The "Preference Dividend" on the Class B Preference Shares shall be a non-cumulative preferential dividend payable and distributable in respect of every accounting reference period of the Company (the first being for the accounting reference period ended 31st December, 1994) within two working days after the audited accounts for such period are approved by the Board of Directors of the Company provided that (i) at the time of each such payment and distribution there are then no arrears, accruals or deficiencies of the Preference Dividend on the Class A Preference Shares and (ii) there are profits of the Company available for distribution as permitted by law and not otherwise distributed as Preference Dividend on the Class A Preference Shares in respect of that accounting reference period. The total of all Preference Dividends on the Class B Preference Shares shall not exceed \$40,000,000 (which shall be determined without taking into account the amount of any associated tax credit to which the holders of the Class B Preference Shares may be entitled under UK law or any double taxation treaty or otherwise). Subject as aforesaid the Preference Dividend on the

Class B Preference Shares shall be payable for each Class B Preference Share which is fully paid up or credited as fully paid in US Dollars in an amount per annum equal to the lesser of (1) the profits of the Company available for distribution in respect of the period as described in (ii) above of this Article 3.2.1(c) and (2) Available Cash on the date of such distribution. For this purpose the expression "Available Cash" shall mean cash, money on deposit at the bank and other securities representing cash or which are readily realisable into cash but does not include cash the Company is contractually prohibited from distributing pursuant to the Disbursement Agreement (as defined in the Subordinated Note Purchase Agreement referred to below) or (by way of example only) debtors or other choses in action. Except as provided in this Article 3 the Class B Preference Shares shall not entitle the holders thereof to any further or other rights of participation in the profits of the Company.

- (d) Payments of the Preference Dividend on each Class of Preference Shares shall be made to holders of Preference Shares of such Class on the register of members on any date selected by the Company up to 5 days prior to the relevant dividend payment date. After the redemption of the Preference Shares and the payment in full of all accrued dividends thereon, the balance of the profits of the Company available for distribution, so far as resolved to be distributed, so far as resolved to be distributed, and subject to any special rights which may be attached to any other class of share, shall be distributed by way of dividend among the holders of the Ordinary Shares.

3.2.2 As Regards Capital

On a distribution of assets or other return of capital whether on liquidation or dissolution, winding up or otherwise (including a sale of all or substantially all of the assets of the Company on a merger, reorganisation or reconstruction of the Company, but excluding on redemption or purchase of the Preference Shares) the assets of the Company available for distribution among the members shall be applied:-

- (a) first, in repaying to the holders of the Preference Shares the nominal amount of \$1 paid up on each such share without regard to Class;
- (b) second, in payment of a sum equal to any arrears, deficiencies or accruals (if any) of the Preference Dividend on each Class, to be calculated down to the date of the commencement of the winding up (in the case of a winding up) or the return of capital (in any other case) and to be payable irrespective of whether such dividend has been earned or declared or has become due and payable;
- (c) thirdly, (if no tax credit as hereinafter referred to attaches to the amount paid under (b) above), in payment of an amount equal to the tax credit which the relative holder of Preference Shares would have received (whether as a payment in cash or to be taken into account in computing

such holder's liability to taxation) in respect of the amount paid under (b) above if such amount had been paid to such holder by way of dividend immediately prior to the commencement of the winding up or other return of capital;

- (d) fourthly, subject to any special rights which may attach to any other class of share and after payment to the holders of the Preference Shares in full of their entitlements under (a), (b) and (c) above, in repaying to the holders of the Ordinary Shares the nominal amounts paid up on such shares; and
- (e) fifthly, the balance, if any, subject to any special rights which may be attached to any other class of shares, in being distributed among the holders of the Ordinary Shares rateably accordingly to the amounts paid up on such Ordinary Shares held by them respectively.

3.2.3 As Regards Notice of Meetings and Voting

- (a) On a show of hands every holder of Ordinary Shares present in person or by proxy shall have one vote and on a poll every such holder present in person or by proxy shall have one vote for every Ordinary Share of which he is the holder.
- (b) Subject to Articles 3.2.3(c) and 3.2.5, the Preference Shares:-
 - (i) shall not entitle the holders thereof to vote upon any resolution. Subject as aforesaid, at a meeting the business of which includes the consideration of a resolution on which the holders of Preference Shares are entitled to vote, in respect of each such resolution on a show of hands every holder of Preference Shares without regard to Class who is present in person or by proxy shall have one vote and on a poll every such holder present in person or by proxy shall have one vote for every Preference Share of which he is the holder; and
 - (ii) whether or not entitled to vote upon resolutions thereat, shall entitle the holders thereof to receive notice of and to attend each meeting of the Company.
- (c) In addition to any other rights provided at law, the Preference Shares, without regard to Class, shall entitle their holders to vote as follows:-
 - (i) If (1) at 15th June, 2000, there are then any unpaid arrears, deficiencies or accruals of the Preference Dividend on the Class A Preference Shares (whether earned or declared and whether due and payable or not); (2) the Preference Dividend on the Class A Preference Shares payable on 15th June 2000 or at any time thereafter is not paid in full when due or the Preference Dividend on the Class B Preference Share is

at any time not paid in full when due (and in each such case until any such arrears, deficiencies or accruals are paid in full); (3) there exists and continues a default by any party under any Operative Document ("Operative Document" bears the meaning set out in the Subordinated Note Purchase Agreement (the "Subordinated Note Purchase Agreement") dated as of 31st March, 1994 among the Company, USL Capital Corporation and DCC Project Finance Five, Inc. ("DCC") or a breach or default under Article 3.2.5 hereof or a breach or default in respect of the Company's covenants, warranties or other obligations under the Preference Share Purchase Agreement dated as of 31st March, 1994 between DCC and the Company; (4) there occurs the destruction or damage (in whole or in part) of the Premises (as defined in Subordinated Note Purchase Agreement) by fire, casualty or the taking under the exercise of the power of compulsory purchase or any other action by any governmental authority, of any estate, right, title or interest in or to, or the temporary use of the Premises or any part thereof, and in either such case prior to the Company making an election under Section 11.2 of the Mortgage (as defined in the Subordinated Note Purchase Agreement); (5) if at any time there are less than two directors of the Company and the holders of the Ordinary Shares fail to appoint directors of the Company to ensure the minimum number in office at any time is two; or (6) the holders of the Preference Shares determine in good faith that the directors of the Company have failed to exercise such management powers as they may, in accordance with the Operative Documents, exercise in a manner which, in the bona fide opinion of such holders is reasonably calculated to maximise the profits of the Company available for distribution, or have failed to replace the operator upon the termination of the existing Operation and Management Agreement (as defined in the Subordinated Note Purchase Agreement), then in each such case the holders of a majority in nominal value of the Preference Shares without regard to Class (by an ordinary resolution at a separate class meeting thereof or by a memorandum in writing signed by the same) shall be entitled to appoint (and remove) up to three directors of the Company and the holders of a majority in nominal value of the Ordinary Shares (by an ordinary resolution at a separate class meeting thereof or by a memorandum in writing signed by the same) shall be entitled to appoint (and remove) up to two directors of the Company, anything herein to the contrary notwithstanding. The office of all persons who may be directors of the Company immediately prior thereto shall be vacated upon the appointment of any director of the Company by the holders of a majority in nominal value of the Preference Shares by virtue of the above provisions, whether or not the holders of the Ordinary

Shares shall then have appointed any directors of the Company.

- (ii) If and when an event or circumstance described in Article 3.2.3(c)(i) which has given voting rights to the holders of the Preference Share ceases to exist and so long as none of the holders of any debt securities of the Company is acting upon remedies or entitled to act upon remedies available to it but not otherwise, the holders of Preference Shares shall be divested of the special rights with respect to the election of directors provided in Article 3.2.3(c)(i) hereof, and the voting power, with respect thereto, shall revert to the holders of the Ordinary Shares; but subject always to the same provisions for vesting such special rights in the holders of the Preference Shares in case of further like event or events as provided in Article 3.2.3(c)(i) hereof. Upon the termination of any such special rights, the office of all persons who may have been elected directors of the Company by the holders of a majority of the Preference Shares, pursuant to such special right shall forthwith be vacated.
- (iii) At all meetings of shareholders held for the purpose of electing directors during such time as the holders of the Preference Shares shall have the special right to elect directors pursuant hereto, the presence in person or by proxy of the holders of a majority of the outstanding shares of any other class entitled to vote at such meeting shall be required to constitute a quorum of that other class for the election of directors, and the presence in person or by proxy of the holders of shares representing a majority of the votes entitled to be cast by the holders of the total number of Preference Shares without regard to Class then outstanding shall be required to constitute a quorum of such class for the election of directors; provided, however, that the absence of a quorum of the holders of shares of any such class shall not prevent the election of directors at any such meeting (or at any adjournment thereof) by the other such class or classes if the necessary quorum of the holders of shares of such class or classes is present in person or by proxy at such meeting; in the absence of a quorum of the holders of shares of any class, a majority of those holders of the shares of such class who are present in person or by proxy shall have power to adjourn the meeting for the election of the directors to be elected by such class from time to time without notice other than announcement at the meeting until a quorum shall be present in person or by proxy, but such adjournment shall not be made to a date beyond the date for the mailing of notice of the next annual meeting of the Company or special meeting in lieu thereof.

3.2.4 As Regards Redemption and Purchase:

- (a) Subject to the provisions of these Articles and to the requirements of law and any agreements to which the Company is a party, the Company shall:-
 - (i) if the Final Acceptance Date (as defined in the Subordinated Note Purchase Agreement) has not occurred by January 1, 1998, then on or before February 1, 1998, redeem a portion of the Class A Preference Shares so that after such redemption the amount of the Class A Preference Shares remaining issued and outstanding shall not exceed the Optimal Preference Share Amount (as defined in paragraph (b) below);
 - (ii) redeem 4,000,000 of the Class A Preference Shares (or, if fewer, the Optimal Preference Share Amount (as defined in paragraph (b) below)) on 15th June, 2011 or if that day is not a business day, on the next succeeding business day;
 - (iii) redeem all remaining Class A Preference Shares (if any) on 15th December, 2011 or if that day is not a business day, on the next succeeding business day; and
 - (iv) (provided all the Class A Preference Shares have then been redeemed in full and all arrears, accruals and/or deficiencies of the Preference Dividend payable on such Class A Preference Shares have also been paid in full down to the date of such redemption) redeem the Class B Preference Share on the earlier of December 31, 2018 (or if that day is not a business day, on the next succeeding business day) or the day on which all Preference Dividends actually paid and distributed on the Class B Preference Share total \$40,000,000 (determined without taking into account the amount of any associated tax credit to which the holders of the Preference Shares may be entitled under UK law or any double taxation treaty or otherwise).
- (b) The amount payable on redemption in the case of paragraphs (a)(ii), (iii) and (iv) above shall be the nominal amount of such Preference Shares and (in the case of the Class A Preference Shares) an amount equal to any arrears, accruals or deficiencies of the Preference Dividend (whether or not earned or declared or whether it has become due and payable or not). The amount payable on redemption in the case of paragraph (a)(i) above shall be the nominal amount such Class A Preference Shares so redeemed plus a premium calculated as 10% of such nominal amount together with an amount equal to any arrears or accruals of the Preference Dividend thereon (whether or not earned or declared or whether it has become due and payable or not). In each of the foregoing cases, the amount payable on redemption shall be calculated down to and including the date fixed for redemption to holders of the Preference Shares to be

redeemed pursuant to paragraph (a) above. For purposes of clause (i) above, the "Optimal Preference Share Amount" shall be determined in good faith by the holder(s) of a majority in nominal value of Class A Preference Shares as being the aggregate number of Class A Preference Shares remaining outstanding which maintains the ratio of total outstanding principal amount of New Subordinated Notes (including interest roll-up thereon) to total par value of Class A Preference Shares in each case after the prepayment and/or redemption. Such holder(s) shall inform the Company of the Optimal Preference Share Amount and the ongoing cash flows available for dividends which will be sufficient to maintain both (i) such holder's same annual pattern of cash flow, on an after-tax basis to be received by such holder and (ii) the internal rate of return, on an after-tax basis, on the remaining Preference Shares in each case at least as high as expected by such holder, based on the Base Case Forecast, as such term is defined in the Operation and Management Agreement (as defined in the Subordinated Note Purchase Agreement).

- (c) The Company shall, not more than 5 days prior to a date for redemption, close the register of the Preference Shares and shall calculate the pro rata amount (rounded upwards or downwards to the nearest whole share) of each registered holder as at the closing of the register which is to be redeemed.
- (d) The Company shall, not later than 14 days before the due date for each redemption, give notice to each holder. Such notice of redemption shall specify the particular Preference Shares to be redeemed, the date fixed for redemption and the place at which the certificates for such Preference Shares are to be presented for redemption and upon such date each of the holders of the Preference Shares concerned shall be bound to deliver to the Company at such place the certificates for such of the Preference Shares concerned as are held by him (or an indemnity in lieu thereof in a form satisfactory to the Company) in order that the same may be cancelled. Upon such delivery the Company shall pay to such holder (or, in the case of joint holders, to the holder whose name stands first in the register of members in respect of such Preference Shares) the amount due to him in respect of such redemption. If any certificate so delivered to the Company includes any Preference Shares not redeemable on that occasion, a fresh certificate for such Preference Shares shall be issued to the holder without charge.
- (e) The receipt by the registered holder of any Preference Shares (or in the case of joint registered holders the receipt by any of them) of the moneys payable on redemption thereof shall constitute an absolute discharge to the Company in respect thereof.
- (f) As from the date of redemption of any Preference Share, the Preference Dividend shall cease to accrue without effect on

existing accruals unless on the presentation of the certificate relating thereto payment of the moneys due at such redemption shall be refused in which case the Preference Dividend shall be deemed to have been continued and shall continue to the date of payment.

- (g) If any holder whose Preference Shares are liable to be redeemed under this paragraph shall fail to deliver up the certificate for his shares the Company may retain the redemption moneys until delivery up of the certificate (or an indemnity in lieu of the certificate in a form satisfactory to the Company) and shall within 7 days thereafter pay (by cheque despatched at the holder's risk) the redemption moneys to the holders. No holder of Preference Shares shall have any claim against the Company for interest on any redemption moneys so retained.

3.2.5 Covenants: Modification of Rights Attaching to the Preference Shares

As long as any Preference Share is outstanding (and any accrued and unpaid Preference Dividends remain unpaid), the Company or any subsidiary will not without the prior written approval or affirmative vote of all the holders of the Preference Shares without regard to Class, take or permit to be taken actions (and any action in violation hereof shall be without the power of the Company and void ab initio):-

- (a) any amendment, change, modification or any replacement, cancellation, waiver or suspension to any of the Operative Documents or any material provision thereof;
- (b) the Company entering into an agreement other than those referred to in Article 3.2.5(a);
- (c) the Company merging into or consolidating with or selling, leasing, assigning, transferring, conveying or otherwise disposing of all or a substantial part (as defined below) of its assets, business, rights or undertakings to any other person (in this Section 3 a sale, lease, assignment, transfer, conveyance, or other disposition of assets, business or undertakings shall be deemed to be a "substantial part" of such property of the Company only if the book value of such property, when added to the book value of all other property so disposed of by the Company subsequent to the date of adoption of this Article, exceeds 5% of gross tangible assets (as reported in the most recent audited balance sheet of the Company) and in this Article 3.2.5 dispositions (a) of Permitted Investments (as defined in the Subordinated Note Purchase Agreement), cash or other assets in accordance with the provisions of the Disbursement Agreement (as defined in the Subordinated Note Purchase Agreement) or any other Operative Document or (b) in the ordinary course of replacement of assets in connection with repair or maintenance activities, shall not be taken into account);

- (d) the Company repurchasing, redeeming (or otherwise than as provided in Article 3.2.4 above), cancelling or otherwise reducing any part of the issued share capital or any shares in the Company being issued after the date of the adoption of this Article or any change in voting power or control of the Company's shares in any transaction or series of related transactions by realization on the pledge of or charge over any such shares;
- (e) the Company amending or repealing any provision of, or adding any provision to, the Company's Memorandum or Articles of Association or by agreeing to any scheme of reorganization or reconstruction, recapitalization, transfer, consolidation, merger, dissolution, issue, transfer or sale of shares or other securities (other than in respect of an otherwise permitted transfer of the Preference Shares as contemplated by the Operative Documents; or
- (f) the Company agreeing to or approving any transfer of Ordinary Shares (other than to SPV Management Limited) or avoiding or seeking to avoid the observance or performance of any of the terms to be observed or performed by the Company under the Preference Share Purchase Agreement or any of the other Operative Documents by any other voluntary action; or
- (g) the Company authorising or issuing of any class or series of any bonds, debentures, notes or other obligations other than pursuant to or as permitted by the Operative Documents or the Company voluntarily prepaying any indebtedness under the Senior Note Purchase Agreement or the Subordinated Note Purchase Agreement.

Unissued shares

4. Subject to the provisions of the Act and to these articles, any unissued shares of the company (whether forming part of the original or any increased capital) shall be at the disposal of the directors who may offer, allot, grant options over or otherwise dispose of them to such persons at such times and for such consideration and upon such terms and conditions as they may determine.

Initial authority to issue relevant securities

5. Subject to any direction to the contrary which may be given by the company in general meeting, the directors are unconditionally authorised to exercise all powers of the company to allot relevant securities. The maximum nominal amount of relevant securities that may be allotted under this authority shall be the nominal amount of the unissued share capital at the date of incorporation of the company or such other amount as may from time to time be authorised by the company in general meeting. The authority conferred on the directors by this article shall remain in force for a period of five years from the date of incorporation of the company but may be revoked varied or

renewed from time to time by the company in general meeting in accordance with the Act.

Exclusion of pre-emption rights

6. Section 89(1) of the Act shall not apply to the allotment by the company of any equity security.

Transfer of shares

7. The instrument of transfer of a subscriber's share which is not fully paid need not be executed by or on behalf of the transferee. Regulation 23 of Table A shall be modified accordingly.

8. The directors may, in their absolute discretion and without giving any reason for so doing, decline to register any transfer of any share, whether or not it is a fully paid share. Regulation 24 of Table A shall be modified accordingly.

Notice of general meetings

9. Notice of every general meeting shall be given to all members other than any who, under the provisions of these articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the company, and also to the auditors or, if more than one, each of them. The last sentence of regulation 38 of Table A shall not apply.

Proceedings at General Meetings

10. For all purposes of these articles apart from when the company has only one member, a general meeting of the company or of the holders of any class of its shares shall be valid and effective for all purposes if one person being a duly authorised representative of two or more corporations each of which is a member entitled to vote upon the business to be transacted is present. Regulation 40 of Table A shall be modified accordingly. If, and for so long as, the company has only one member, that member or the proxy for that member or, where that member is a corporation, its duly authorised representative shall be a quorum at any general meeting of the company or of the holders of any class of shares. Regulation 40 of Table A shall be modified accordingly.

Votes of members

11. At a general meeting, but subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative and every proxy for any member (regardless of the number or the holdings of the members for whom he is a proxy) shall have one vote, and on a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder. Regulation 54 of Table A shall not apply.

Members may vote when money payable by them

12. Regulation 57 of Table A shall not apply.

Delivery of proxies

13. The instrument appointing a proxy and (if required by the directors) any authority under which it is executed or a copy of the authority, certified notarially or in some other manner approved by the directors, may be delivered to the office (or to such other place or to such person as may be specified or agreed by the directors) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to act or, in case of a poll taken subsequently to the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid. The directors may at their discretion treat a faxed or other machine made copy of an instrument appointing a proxy as such an instrument for the purpose of this article. Regulation 62 of Table A shall not apply.

Alternate directors

14. Any director (other than an alternate director) may appoint any other director, or any other person who is willing to act, to be an alternate director and may remove from office an alternate director so appointed by him. Regulation 65 of Table A shall not apply.

Power to provide for employees

15. The directors may by resolution exercise any power conferred by the Act to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

Power to receive uncalled moneys

16. The directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled and remaining unpaid on any shares held by him.

Delegation of directors' powers

17. The directors may delegate any of their powers (with power to sub-delegate) to committees consisting of such person or persons (whether directors or not) as they think fit. Regulation 72 of Table A shall be modified accordingly and references in Table A to a committee of directors or to a director as a member of such a committee shall include a committee established under this article or such person or persons.

Appointment and removal of directors by majority shareholders

18. Any member holding, or any members holding in aggregate, a majority in nominal value of such of the issued share capital for the time being of the company as carries the right of attending and voting

at general meetings of the company may by memorandum in writing signed by or on behalf of him or them and delivered to the office or tendered at a meeting of the directors or at a general meeting of the company at any time and from time to time appoint any person to be a director (either to fill a vacancy or as an additional director) or remove any director from office (no matter how he was appointed).

Appointment of directors by board

19. Without prejudice to the powers conferred by any other article, any person may be appointed a director by the directors, either to fill a vacancy or as an additional director.

No age limit or share qualification

20. No director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a director, by reason of his having attained any particular age. No shareholding qualification for directors shall be required.

Exclusion of rotation requirements and other provisions

21. Regulations 73 to 80 (inclusive) and the last sentence of regulation 84 of Table A shall not apply.

Disqualification and removal of directors

22. The office of a director shall be vacated not only upon the happening of any of the events mentioned in regulation 81 of Table A but also if he is removed from office pursuant to these articles. Regulation 81 of Table A shall be modified accordingly.

Directors' gratuities and pensions

23. The directors may exercise all the powers of the company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any director or former director or the relations, connections or dependants of any director or former director who holds or has held any executive office or employment with the company or with any body corporate which is or has been a subsidiary of the company or with a predecessor in business of the company or of any such body corporate and may contribute to any fund and pay premiums for the purchase or provision of any such benefit. No director or former director shall be accountable to the company or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the company. Regulation 87 of Table A shall not apply.

Notice of board meetings

24. Notice of a meeting of the directors shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the company for this purpose, or by any other means authorised in writing by the director concerned. A

director absent or intending to be absent from the United Kingdom may request the directors that notices of meetings of the directors shall during his absence be sent in writing to him at an address or to a fax or telex number given by him to the company for this purpose, but if no request is made to the directors it shall not be necessary to give notice of a meeting of the directors to any director who is for the time being absent from the United Kingdom. A director may waive notice of any meeting either prospectively or retrospectively. Regulation 88 of Table A shall be modified accordingly.

Participation in board meetings by telephone

25. All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.

Directors may vote when interested

26. A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the company shall declare the nature of his interest at a meeting of the directors in accordance with the Act. Subject where applicable to such disclosure, a director shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present. Regulations 94 and 95 of Table A shall not apply.

Official seal

27. The company may exercise all the powers conferred by the Act with regard to having any official seal and such powers shall be vested in the directors. Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, as the directors may from time to time determine.

Notices

28. Any notice or other document may be served on or delivered to any member by the company either personally, or by sending it by post addressed to the member at his registered address or by fax or telex to a number provided by the member for this purpose, or by leaving it at his registered address addressed to the member, or by any other means authorised in writing by the member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Regulation 112 of Table A shall not apply.

Time of service

29. Any notice or other document, if sent by post, shall be deemed to have been served or delivered twenty four hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post, or sent by fax or telex or other instantaneous means of transmission, shall be deemed to have been served or delivered when it was so left or sent. Regulation 115 of Table A shall not apply.

CDR0188.93D

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company, in pursuance of the Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS
OF SUBSCRIBERS

Number of Shares
taken by each
Subscriber

For and on behalf of
TRUCIDATOR NOMINEES LIMITED,
35 Basinghall Street,
London EC2V 5DB

One

CHARLES RANDELL
Authorised Signatory

For and on behalf of
TREXCO LIMITED,
35 Basinghall Street,
London EC2V 5DB

One

CHARLES RANDELL
Authorised Signatory

DATED the 21st day of October 1993

WITNESS to the above Signatures:-

P.R. COLEMAN
Trainee Solicitor
35 Basinghall Street,
London EC2V 5DB

CDR0188.93D