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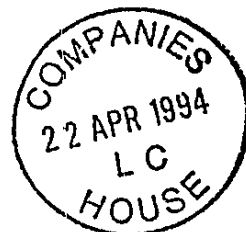
THE COMPANIES ACT 1985 (AS AMENDED)

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

- (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 or 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:-

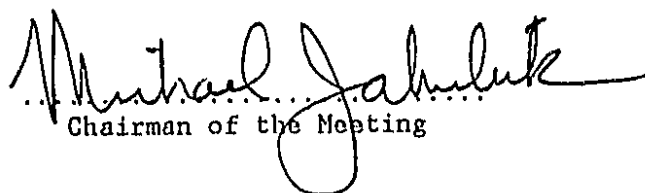
"6. (a) The appointment or reappointment by the Company (whether by the directors of the Company or the Company in general meeting) of an auditor or auditors shall not be effective unless previously approved in writing by the holder or holders from time to time of a majority in nominal value of each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