

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

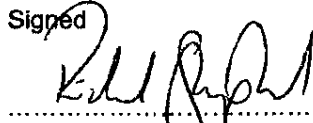
ENERGY INSURANCE SERVICES LIMITED (THE "COMPANY")

On *20 December* 2017 the following resolution was duly passed as a written resolution of the Company having effect as a special resolution in accordance with the provisions of Chapter 2 of Part 13 of the Companies Act 2006 by the sole member of the Company who, at the date of circulation of the resolution, was entitled to vote on the resolution:-

SPECIAL RESOLUTION

1. **THAT** the Company adopt in substitution for and to the exclusion of all existing articles of association, the new articles of association in the form annexed to this Resolution ("**New Articles**") and that the New Articles be the regulations of the Company.

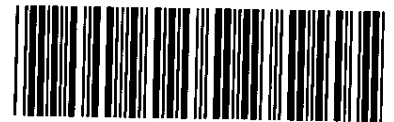
Signed



For and on behalf of

ENERGY INSURANCE SERVICES LIMITED

THURSDAY



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21/12/2017

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COMPANIES HOUSE

Company No 04792484

THE COMPANIES ACT 2006

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PRIVATE COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

of

ENERGY INSURANCE SERVICES LIMITED

Incorporated 9 June 2003

(Adopted by special resolution on 20 December 2017)

**ARTICLES OF ASSOCIATION**  
**of**  
**ENERGY INSURANCE SERVICES LIMITED**  
**(the "Company")**

Incorporated 9 June 2003

(Adopted by written resolution passed on 20 December 2017)

**1. MODEL ARTICLES**

- 1.1 The Model Articles apply to the Company except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles and, subject to any such modifications, exclusions or inconsistencies, will together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 1.2 Notwithstanding the generality of Article 1.1, Articles 7, 8, 14, 23, 38 and 48 of the Model Articles shall not apply to the Company.

**2. INTERPRETATION**

**2.1 In these Articles:-**

"Act"	means the Companies Act 2006
"Alternate" or "Alternate Director"	has the meaning given in Article 6
"Appointor"	has the meaning in Article 6
"Articles"	means these articles of association
"Director"	means a director of the Company, and includes any person occupying the position of director, by whatever name called
"Eligible Director"	means a Director who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting (but excluding any Director whose vote is not to be counted in respect of a particular matter)
"Model Articles"	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 as amended prior to the date of adoption of these Articles

#### 4. **UNANIMOUS DECISIONS**

- 4.1 A decision of the Directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 4.2 Such a decision may take the form of a resolution in writing where each Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in writing.
- 4.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at a Director's meeting.

#### 5. **CALLING A DIRECTORS' MEETING**

- 5.1 Article 9(1) of the Model Articles is amended by inserting the words "at least seven days" after the words "by giving".
- 5.2 Article 9(2)(b) of the Model Articles is amended by the insertion of the words "and the proposed business of the meeting" after the word "place".

#### 6. **ALTERNATE DIRECTORS**

- 6.1 Any Director (the "**Appointor**") may appoint as an alternate any other Director, or another person approved by resolution of the Directors to:-

- 6.1.1 exercise that Director's powers; and

- 6.1.2 carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor (the "**Alternate**" or "**Alternate Director**").

- 6.2 Any appointment or removal of an Alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

- 6.3 The notice must:-

- 6.3.1 identify the proposed Alternate; and

- 6.3.2 in the case of a notice of appointment, contain a statement signed by the proposed Alternate that the proposed Alternate is willing to act as the Alternate of the Director giving the notice.

- 6.4 An Alternate Director may act as an Alternate Director to more than one Director and has the same rights, in relation to any decision of the Directors as the Alternate's Appointor.

- 6.5 Alternate Directors:-

- 6.5.1 are deemed for all purposes to be Directors;

- 6.5.2 are liable for their own acts and omissions;

- 6.5.3 are subject to the same restrictions as their Appointors;

- 6.5.4 are not deemed to be agents of or for their Appointors;

and in particular (but without limitation) each Alternate Director is entitled to receive notice of all meetings of Directors and all meetings of committees of Directors of which his Appointor is a member.

8.2 Subject to his declaring the nature and extent of the interest in accordance with the Act (save in the case of an interest falling within paragraph 8.2.1 below which shall not require to be so declared), a Director is permitted to have an interest of the following kind:-

8.2.1 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest;

8.2.2 any interest arising as a result or consequence of the Director (or person connected with him) being a Director or other officer of or employed by or otherwise interested (including by the holding of shares) in any Relevant Company;

8.2.3 any interest arising as a result or consequence of the Director (or person connected with him) being a party to, or otherwise interested in any contract, transaction or arrangement with a Relevant Company or in which the Company is otherwise interested; and

8.2.4 any other interest authorised by ordinary resolution,

and no authorisation pursuant to Article 8.1 shall be required in relation to such interest.

8.3 For the purposes of this Article 8:-

8.3.1 a "Relevant Company" shall mean:-

(a) the Company;

(b) any subsidiary or subsidiary undertaking of the Company;

(c) any holding company of the Company or any subsidiary or subsidiary undertaking of any such holding company;

(d) any body corporate promoted by the Company; or

(e) any body corporate in which the Company is otherwise interested;

8.3.2 a person is connected with a Director if he is connected to him in terms of section 252 of the Act. - -

8.4 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or any person connected with him) derives from any contract, transaction or arrangement or from any office, employment or position which has been approved by the board of Directors pursuant to this Article 8.

## 9. RECORDS OF DECISIONS TO BE KEPT

Article 15 of the Model Articles is amended by the addition of the following sentence:-

"Where decisions of the Directors are taken by electronic means, such decisions must be recorded by the Directors in permanent form so that they may be read by the naked eye."

## 10. METHODS OF APPOINTING DIRECTORS

Article 17(2) of the Model Articles is replaced by the following:-

"17(2) If as a result of death or bankruptcy, the Company has no Shareholders and no Directors, the transmittee of the last Shareholder to have died or had a bankruptcy order made against him has the right by notice in writing to appoint any natural person who is willing to act and is permitted to do so, to be a Director."

**17. POLL VOTES**

- 17.1 Article 44(3) of the Model Articles is amended by the insertion of the words "and such a demand will not invalidate the result of a show of hands declared before the demand was made" as a new line at the end of that article.
- 17.2 Polls must be taken immediately and in such manner as the chairman of the meeting directs. The result of the poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.
- 17.3 A demand for a poll does not prevent a general meeting from continuing except as regards the question on which the poll was demanded.
- 17.4 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

**18. NOTICES AND COMMUNICATION**

- 18.1 *The Company may send, supply or give any document, information or notice to a Shareholder by hard copy, electronic form or by making that document or information available on a website and giving notice of the availability of that document or information to the relevant Shareholder (provided that Shareholder has individually agreed (or is deemed to have agreed) to the Company sending or supplying documents or information generally or those documents or information in question to him by means of a website), in each case subject to the provisions of sections 1143 to 1148 and Schedule 5 of the Act.*
- 18.2 A notice given by means of a website shall be deemed to have been sent, supplied or given when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 18.3 Any document, information or notice which is required to be sent or given to the Company shall be sent by hard copy or electronic form in each case, subject to the provisions of sections 1143 to 1148, Schedule 4 and Schedule 5 of the Act.
- 18.4 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:-
- 18.4.1 If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- 18.4.2 If properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 18.4.3 If properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 18.4.4 If sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account shall be taken of any part of a day that is not a working day.

- 18.5 Proof that an envelope containing a document, notice or information was properly addressed, prepaid and posted shall be conclusive evidence that the document, notice or information was sent,