

THE COMPANIES ACT 2006

(the "Act")

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

A-GAS INVESTMENTS LIMITED
(the "Company")

WEDNESDAY



Circulation Date

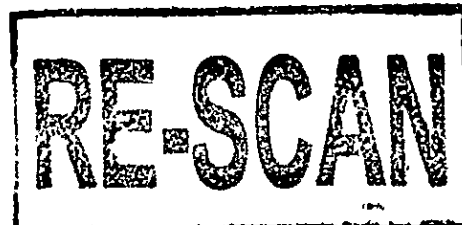
13 April 2011

Pursuant to Chapter 2 of Part 13 of the Act, the directors of the Company propose the following Written Resolutions as Special Resolutions

SPECIAL RESOLUTIONS

THAT

- 1 the articles of association of the Company be amended by deleting to the fullest extent permitted by law all of the provisions of the Company's memorandum of association which, by virtue of section 28 of the Companies Act 2006, are to be treated as provisions of the Company's articles of association,
- 2 any limit on the maximum amount of shares that may be allotted by the Company which is imposed by the amount of the Company's authorised share capital that was in force immediately before 1 October 2009 be revoked, and
- 3 the draft articles of association circulated with this Written Resolution be and they are hereby approved and adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association



12-5-11 312

Please read the Notes overleaf before signifying your agreement to the Written Resolution.

- 1 Pursuant to Chapter 2 of Part 13 of the Act, we, the undersigned, being the sole eligible member of the Company who would have been entitled to vote on the Written Resolutions set out above on the Circulation Date stated above hereby irrevocably agree to the Written Resolutions as Special Resolutions



Duly authorised for and on behalf of
A-Gas International Investments Limited

13 April 2011

Date of Signature

Notes

- 1 If you agree to the proposed Written Resolutions please sign and date this document overleaf on the dotted line where indicated and return it to the Company using one of the following methods, in each case by no later than the date 28 days after the Circulation Date stated overleaf by hand or by post to the Company's registered office at Clifton Heights, Triangle West, Bristol BS8 1EJ. The Written Resolution will lapse if sufficient votes in favour of it have not been received by the end of the date which is 28 days after the Circulation Date (the Circulation Date being counted as day one).
- 2 If you do not agree to the Written Resolutions you do not need to do anything. You will not be deemed to agree if you fail to reply.
- 3 The Written Resolutions will lapse if the agreement of the required majority of eligible members is not received by the Company by the date 28 days after the Circulation Date stated overleaf. If the Company does not receive this signed document from you by this date and time it will not be counted in determining whether the Written Resolutions are passed.
- 4 The Written Resolutions are passed on the date and time that the Company receives the agreement of the required majority of eligible members. The required majority for a Special Resolution is eligible members representing not less than 75% of the total voting rights of eligible members. The required majority for an Ordinary Resolution is eligible members representing more than 50% of the total voting rights of eligible members.
- 5 You may not revoke your agreement to the Written Resolutions once you have signed and returned this document to the Company.
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

THE COMPANIES ACT 2006

(the "Act")

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

A-GAS INVESTMENTS LIMITED

(the "Company")

PASSED ON 13 April 2011

Pursuant to Chapter 2 of Part 13 of the Act, the following Resolutions were passed by Written Resolutions as Special Resolutions

SPECIAL RESOLUTIONS

- 1 THAT the articles of association of the Company be amended by deleting to the fullest extent permitted by law all of the provisions of the Company's memorandum of association which, by virtue of section 28 of the Companies Act 2006, are to be treated as provisions of the Company's articles of association,
- 2 THAT any limit on the maximum amount of shares that may be allotted by the Company which is imposed by the amount of the Company's authorised share capital that was in force immediately before 1 October 2009 be revoked, and
- 3 THAT the draft articles of association circulated with this Resolution be and they are hereby approved and adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association



DIRECTOR

No 06004328



**PRIVATE COMPANY
LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

of

A-GAS INVESTMENTS LIMITED

(As adopted by Special Resolution passed on **13** April 2011)

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 **BURGES
SALMON**

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1 PRELIMINARY

- 1 1 In these articles "**Model Articles**" means the model articles set out in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as in force on the date when these articles become binding on the company. The articles contained in the Model Articles shall, except where they are excluded or modified by these articles, apply to the company.
- 1 2 Model Articles 2, 12(4), 14, 26(5), 52 and 53 shall not apply to the company but the articles hereinafter contained and the remaining articles of the Model Articles, subject to the modifications hereinafter expressed, shall constitute the articles of the company.
- 1 3 Save as expressly stated otherwise, words and expressions defined in the Model Articles shall (unless the context otherwise requires) bear the same meanings in these articles. The headings are inserted for convenience only and shall not affect the construction of these articles.

2 LIABILITY OF MEMBERS

- 2 1 The liability of the members is limited to the amount, if any, unpaid on the shares in the company held by them.

3 DOMICILE

- 3 1 The company's registered office is to be situated in England and Wales.

DIRECTORS

4 CHANGE OF NAME

- 4 1 Subject to the provisions of these articles, the directors may, by way of a resolution passed at any meeting of the board, change the name of the company.

5 CHAIRING OF DIRECTORS MEETING

- 5 1 If the chairman is unwilling to chair a directors' meeting or is not participating in a directors' meeting within ten minutes of the time at which it was to start or, if at any time during the meeting, the chairman ceases to be a participating director, the participating directors may appoint one of themselves to chair it (or chair such part of it in relation to which the chairman ceases to be a participating director, as the case may be).
- 5 2 Article 12(4) of the Model Articles is modified accordingly.

6 ALTERNATE DIRECTORS

- 6 1 Subject to article 21, any director (other than an alternate director) may at any time appoint any other director or any other person who is willing to act to be his alternate director. Any director may at any time remove from office an alternate director appointed by him.
- 6 2 An alternate director shall (subject to his giving the company an address for the purpose of communications in electronic form at which notices may be served on him) be entitled to receive notice of all meetings of the directors and of committees of which his appointor is a member and (in the absence of his appointor) to attend and vote as a director and be counted in the quorum at any such meeting and generally (in the absence of his appointor) to perform all the functions of his appointor as a director.
- 6 3 An alternate director may represent more than one director. An alternate director shall have one vote for each director for whom he acts as alternate (in addition, if he is a director, to his own vote) but he shall count as only one for the purpose of determining whether a quorum is present.

6 4 An alternate director shall not be entitled to receive any remuneration from the company in respect of his appointment as an alternate director except only such part (if any) of the remuneration otherwise payable to his appointor as his appointor may by notice in writing to the company from time to time direct

6 5 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the company and to be repaid expenses and to be indemnified to the same extent as if he were a director

7 APPOINTMENT AND REMOVAL OF DIRECTORS BY MAJORITY

7 1 Any member holding, or any shareholders holding in aggregate, more than one half of the issued ordinary shares of the company shall have the power from time to time and at any time to appoint any person to be a director (either to fill a vacancy or as an additional director) and to remove from office any director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing delivered to the company's registered office and signed by the member or shareholders appointing or removing such director or in the case of a member being a corporation signed on its behalf by one of its directors or its secretary or by its duly appointed attorney or duly authorised representative and shall take effect immediately upon delivery to the office

8 DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST

8 1 The board of directors shall, for the purposes of section 175 of the Companies Act 2006, have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company

8 2 Authorisation of a matter under this article 8 shall be effective only if

- (a) any requirement as to the quorum at the meeting of the board at which the matter is considered is met without counting the director in question and any other interested director (together the "**interested directors**"), and
- (b) the matter was agreed to without the interested directors voting or would have been agreed to if the votes of the interested directors had not been counted

8 3 Any authorisation of a matter under this article 8

- (a) may extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised
- (b) shall be subject to such conditions or limitations as the board may determine, whether at the time such authorisation is given or subsequently,
- (c) may be terminated or suspended by the board at any time

provided always that any such termination or suspension or the imposition of any such conditions or limitations will not affect anything done by the director concerned prior to such event in accordance with the relevant authorisation

8 4 A director shall comply with the terms of any such authorisation and with any policies or procedures dealing with conflicts of interest which are from time to time approved by the board

8 5 Articles 8 1 to 8 4 (inclusive) shall not apply to any interest permitted under article 9

9 DIRECTORS' PERMITTED INTERESTS

9 1 Subject to compliance with article 9 3 and provided permitted by the Companies Acts (which has the meaning set out in section 2 of the Companies Act 2006) and every other statute, order, regulation, or other subordinate legislation from time to time in force concerning companies and affecting the company, a director notwithstanding his office may

- (a) be a party to, or otherwise interested in, any proposed or existing contract, transaction or arrangement with a relevant company,
- (b) hold any other office or place of profit with any relevant company (except that of auditor) in conjunction with his office of director on such terms, including as to remuneration, as the directors may determine,
- (c) alone, or through a firm with which he is associated, do paid professional work (except as auditor) for any relevant company and be entitled to remuneration for professional services as if he were not a director,
- (d) be a director or other officer or trustee or representative of, employed by, a partner or a member of, or hold shares or other securities (whether directly or indirectly) in, or otherwise be interested in, any relevant company,
- (e) have any interest which has been authorised by an ordinary resolution of the company, subject to any terms or conditions applicable to such authorisation under or pursuant to such resolution

9 2 For the purposes of article 9 1 a "**relevant company**" means

- (a) the company, the ultimate holding company of the company and all subsidiaries and subsidiary undertakings of that holding company, or
- (b) any other body corporate promoted by the company or in which the company is otherwise interested

9 3 Subject to article 9 4, a director shall declare the nature and extent of any interest permitted under article 9 1 at a meeting of the board or in the manner set out in section 184 or section 185 of the Companies Act 2006 (irrespective of whether the interest is in a transaction or arrangement with the company and whether he is under a duty under the Companies Act 2006 to make such a declaration) or in such other manner as the board may lawfully determine

9 4 No declaration of an interest shall be required by a director

- (a) in relation to an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest, or
- (b) in relation to an interest of which the director is not aware or where the director is not aware of the contract, transaction or arrangement in question (and for these purposes, the director concerned is treated as aware of anything of which he ought reasonably to be aware),
- (c) if, or to the extent that, the other directors are already aware of such interest (and for these purposes, the other directors are treated as aware of anything of which they ought reasonably to be aware), or
- (d) if, or to the extent that, it concerns the terms of his service contract

9 5 If a director has an interest which is permitted under Article 9 1 he shall comply with any policies or procedures dealing with conflicts of interest and with any specific terms

relating to that director which are (in each case) from time to time approved by the board

10 PROVISIONS APPLYING TO AUTHORISED CONFLICTS AND PERMITTED INTERESTS

- 10 1 A director shall not by reason of his holding office as director (or of any fiduciary relationship established by holding that office), be accountable to the company for any benefit, profit or remuneration which he or any person connected with him derives from any matter authorised under article 8 or any interest permitted under article 9
- 10 2 No contract, transaction or arrangement relating to any matter authorised under article 8 or any interest permitted under article 9 shall be liable to be avoided by virtue of such authorised matter or permitted interest
- 10 3 Subject to any terms imposed by the board and/or to any policies or procedures dealing with conflicts of interests which are from time to time approved by the board, a director shall be under no obligation to disclose to the company any information which he obtains or has obtained otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person in relation to any matter authorised under article 8 or any interest permitted under article 9
- 10 4 Article 10 3 is without prejudice to any equitable principle or rule of law which may excuse a director from disclosing information where these articles would otherwise require him to do so

11 PROCEEDINGS OF DIRECTORS

- 11 1 Subject to any terms imposed by the board and/or to any policies or procedures dealing with conflicts of interests which are from time to time approved by the board, a director
- (a) shall be counted in the quorum for and shall be entitled to attend and vote at any meeting of the board in relation to
 - (i) any proposed or existing contract, transaction or arrangement with the company in which he is interested and which is permitted under article 9 1(a)
 - (ii) any resolution relating to a matter authorised under article 8 or any interest which is permitted under article 9 1, and/or
 - (b) may, where he reasonably believes that any actual or potential conflict of interest arising out of any matter authorised under article 8 or any interest permitted under article 9 exists
 - (i) absent himself from any meeting of the board (or part of any meeting) at which any such matter or interest will or may be discussed, and/or
 - (ii) make arrangements not to receive or review documents or information relating to any such matter or interest and/or for such documents or information relating to any such matter or interest to be received and reviewed by a professional adviser

12 SECRETARY

- 12 1 The directors may appoint any person who is willing to act as the secretary of the company on such terms (including, but not limited to, term of office and remuneration) and subject to such conditions as they may think fit and from time to time remove such person and, if the directors determine, appoint a replacement secretary of the company, in each case by a decision of the directors

SHARES AND DISTRIBUTIONS

13 EXCLUSION OF STATUTORY PRE-EMPTION RIGHTS

- 13 1 Section 561 of the Companies Act 2006 Act shall not apply to the allotment by the company of any equity security

14 TRANSFER OF SHARES

- 14 1 The directors may, in their absolute discretion decline to register any transfer of any share, whether or not it is a fully paid share

DECISION – MAKING BY SHAREHOLDERS

15 PROCEEDINGS AT GENERAL MEETINGS

- 15 1 Model Article 41(1) shall be modified by the insertion at the end of that regulation of the following sentence "If at any adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding that meeting, the meeting shall be dissolved "

- 15 2 A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote Model Article 44 shall be modified accordingly

16 TRANSFER OF SHARES AND PRE-EMPTION ON TRANSFER IN RELATION TO SECURITY HELD BY A SECURED INSTITUTION

- 16 1 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration of any transfer of shares where such transfer (each being a "**Relevant Transfer**")

- (a) is to any bank or institution or other person to which such shares have been charged or mortgaged, or to any nominee of such a bank or institution or other person ("**Secured Institution**"), or
- (b) is delivered to the company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or
- (c) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under its security over the shares,

and the directors shall register any such transfer of shares forthwith following receipt

- 16 2 Notwithstanding anything to the contrary contained in these articles, no transferor or proposed transferor of any shares in the company to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer referred to in articles 16 1(a) to 16 1(c) inclusive to the shareholders for the time being of the company or any of them, and no such shareholder shall have any right under these articles or under any agreement or otherwise to require those shares to be offered to or transferred to it whether for consideration or not The company shall have no lien over shares in it which are charged or mortgaged in favour of a Secured Institution

ADMINISTRATIVE ARRANGEMENTS

17 NOTICES

- 17 1 If a notice or other document is sent by post, it shall be deemed to have been served or delivered twenty-four hours after it was posted or (where second class post is used) forty-eight hours after it was posted Proof that an envelope containing the notice or document was properly addressed, stamped and put into the post shall be conclusive

evidence that the notice was given. Any notice or other document not sent by post but delivered or left at a registered address or address for service in the United Kingdom shall be deemed to have been served or delivered when it was so delivered or left. A notice or other document sent in electronic form shall be deemed to have been served or delivered at the time it was sent. Proof that a notice or other document in electronic form was sent in accordance with guidance issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

18 RIGHT TO INDEMNITY

18.1 If and only to the extent permitted by law, but without prejudice to any indemnity to which a director or other officer (excluding an auditor) may otherwise be entitled, the company may, if the board so determines, indemnify out of its own funds

- (a) any director or other officer (excluding an auditor) of the company or any associated company against all costs, charges, losses, expenses and liabilities incurred by him
 - (i) in connection with any negligence, default, breach of duty or breach of trust by him in relation to the company,
 - (ii) in performing his duties, and/or
 - (iii) in exercising his powers, and/or
 - (iv) in claiming to perform his duties or exercise his powers, and/or
 - (v) otherwise in relation to or in connection with his duties, powers or office, and
- (b) every director of the company or any associated company where the company or associated company acts as a trustee of an occupational pension scheme against any liability incurred in connection with the relevant company's activities as a trustee of such scheme

18.2 For the purposes of this article 18 and article 20, "**associated company**" shall mean a company which is either a subsidiary or holding company of the company or a subsidiary of the holding company of the company

19 INSURANCE

19.1 If and only to the extent permitted by law, but without prejudice to the power contained in article 18, the directors may purchase and maintain at the expense of the company insurance for or for the benefit of any persons who are at any time directors or officers (excluding auditor) of the company or any related company or trustees of any pension fund or employees' share scheme in which any employees of the company or any related company are interested

19.2 In this article "**related company**" means (i) any company which is or was the company's holding company or (ii) any body (whether incorporated or not) in which the company or any holding company has or had any kind of interest (whether direct or indirect) or (iii) any body (whether incorporated or not) which is associated or connected in any way with the company or any holding company of the company, (iv) any predecessors in business of the company or any other body referred to in this article 19.2, or (v) any body (whether incorporated or not) which is a subsidiary undertaking of the company or any other body referred to in this article 19.2

20 FUNDS TO MEET EXPENDITURE

20 1 The company (to the extent permitted by law)

- (a) may provide a director or officer (excluding auditor) of the company or of its holding company with funds to meet expenditure incurred or to be incurred by him
 - (i) in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the company or an associated company, or
 - (ii) in connection with any application for relief under any of the provisions mentioned in section 205(5) of the Companies Act 2006, or
 - (iii) in defending himself in any investigation by a regulatory authority or against action proposed to be taken by a regulatory authority, in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the company or an associated company, or
- (b) may do anything to enable a director or officer (excluding auditor) of the company or of its holding company to avoid incurring such expenditure

21 RIGHTS OF THE PARENT COMPANY

21 1 For so long as the company is a subsidiary of A-Gas (Orb) Limited (company number 07488989) (the "**Parent Company**"), the following provisions shall apply and, to the extent of any inconsistency between this article and any other provision(s) of the company's articles, this article shall prevail

- (a) the Parent Company may, at any time and from time to time, appoint any person to be a director of the company or remove from office any director of the company howsoever appointed, provided that, in the case of a director holding an executive office, his removal from office shall be deemed to be an act of the company and shall have effect without prejudice to any claim for damages for breach of any contract between him and the company Article 17 and article 18 of the Model Articles are modified accordingly,
- (b) no person (other than a person appointed by the Parent Company itself) shall be appointed a director of the company without the prior approval of the Parent Company and no person shall be appointed an alternate director without the prior approval of the Parent Company Article 17 of the Model Articles is modified accordingly and article 6 (Alternate Directors) of these articles shall be construed accordingly,
- (c) no dividend shall be declared, made or paid without the prior consent of the Parent Company Articles 30 to 34 (inclusive) of the Model Articles are modified accordingly,
- (d) no quorum shall be present at any meeting of the company unless the Parent Company is present either by duly authorised representative or by proxy throughout the meeting,
- (e) the Parent Company may at any time and from time to time inspect all or any of the accounting records of the company or other books or documents of the company Article 50 of the Model Articles is modified accordingly,
- (f) no shares or securities shall be issued or agreed to be issued or put under option without the consent of the Parent Company,

- (g) no transfer of any share of the company (other than a Relevant Transfer) shall be registered or approved for registration without the prior consent of the Parent Company, provided that the directors shall not be entitled to refuse to register the transfer of any share(s) by the Parent Company to any person which is presented for registration duly stamped Article 26 of the Model Articles is modified accordingly and article 14.1 of these articles shall be construed accordingly, and
 - (h) all or any of the powers of the directors (or any of the directors) of the company shall be restricted in such respects and to such extent as the Parent Company may at any time and from time to time by notice to the company prescribe Article 3 and Article 4 of the Model Articles are modified accordingly
- 21.2 Any such appointment, removal, consent or notice referred to in article 21.1 shall be in writing served on the company at its registered office and signed on behalf of the Parent Company by any of its directors
- 21.3 No person dealing with the company or a member or in relation to any shares shall be concerned to see or enquire as to whether the powers of the directors have been in any way restricted pursuant to article 21.1 or whether any requisite consent of the Parent Company has been obtained and no obligation incurred or security given or transaction effected by the company to or with any third party shall be invalid or ineffectual unless the third party had at the relevant time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the directors (or any of the company's directors)
- 21.4 For the purposes of this article 21, "**subsidiary**" shall have the meaning set out in section 1159 of the Companies Act 2006, provided that the company shall not be regarded as a subsidiary of another company by reason only of the fact that such company is a member of the company and controls the composition of its board of directors