

OS IN01

Registration of an overseas company opening a  
UK establishment



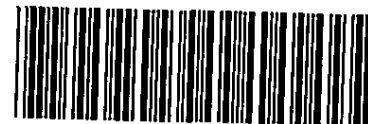
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A fee is payable with this form  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register a  
UK establishment

☒ **What this form is NOT for**  
You cannot use this form to change  
the details of an existing company  
officer or establishment

WEDNESDAY



A28 27/03/2013 #105  
COMPANIES HOUSE  
LD5 19/03/2013 #47  
COMPANIES HOUSE

**Part 1 Overseas company details (Name)**

**A1 Corporate name of overseas company**

Corporate name <sup>1</sup>

KNOT OFFSHORE PARTNERS UK LLC

Do you propose to carry on business in the UK under the corporate name as  
incorporated in your home state or country, or under an alternative name?

- To register using your corporate name, go to **Section A3**
- To register using an alternative name, go to **Section A2**

**→ Filling in this form**

Please complete in typescript (10pt  
or above), or in bold black capitals

All fields are mandatory unless  
specified or indicated by \*

<sup>1</sup> This must be the corporate name in  
the home state or country in which  
the company is incorporated

**A2 Alternative name of overseas company \***

Please show the alternative name that the company will use to do business  
in the UK

Alternative name  
(if applicable) <sup>2</sup>

<sup>2</sup> A company may register an  
alternative name under which it  
proposes to carry on business in the  
United Kingdom under Section 1048  
of the Companies Act 2006. Once  
registered it is treated as being its  
corporate name for the purposes of  
law in the UK

**A3 Overseas company name restrictions<sup>3</sup>**

This section does not apply to a European Economic Area (EEA) company  
registering its corporate name

Please tick the box only if the proposed company name contains sensitive or  
restricted words or expressions that require you to seek comments of a  
government department or other specified body

- ☐ I confirm that the proposed company name contains sensitive or restricted  
words or expressions and that approval, where appropriate, has been  
sought of a government department or other specified body and I attach a  
copy of their response

**<sup>3</sup> Overseas company name  
restrictions**

A list of sensitive or restricted words  
or expressions that require consent  
can be found in guidance available  
on our website  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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**Part 2 Overseas company details**

<b>B1</b>	<b>Particulars previously delivered</b>	
	Have particulars about this company been previously delivered in respect of another UK establishment ❶	❶ The particulars are legal form, identity of register, number in registration, director and secretaries details, whether the company is a credit or financial institution, law, governing law, accounting requirements, objects, share capital, constitution, and accounts
	→ No Go to <b>Section B2</b>	
	→ Yes Please enter the registration number below and then go to <b>Part 5</b> of the form Please note the original UK establishment particulars must be filed up to date	
UK establishment registration number	B R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
<b>B2</b>	<b>Credit or financial institution</b>	
	Is the company a credit or financial institution? ❷	❷ Please tick one box
	<input type="checkbox"/> Yes	
	<input checked="" type="checkbox"/> No	
<b>B3</b>	<b>Company details</b>	
	If the company is registered in its country of incorporation, please enter the details below	❸ Please state whether or not the company is limited Please also include whether the company is a private or public company if applicable
Legal form ❹	PRIVATE LIMITED LIABILITY COMPANY	
Country of incorporation *	MARSHALL ISLANDS	❹ This will be the registry where the company is registered in its parent country
Identity of register in which it is registered ❺	REPUBLIC OF THE MARSHALL ISLANDS REGISTRAR OF CORPORATIONS	
Registration number in that register	9 6 2 3 2 7 <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
<b>B4</b>	<b>EEA or non-EEA member state</b>	
	Was the company formed outside the EEA?	
	→ Yes Complete <b>Sections B5 and B6</b>	
	→ No Go to <b>Section B6</b>	
<b>B5</b>	<b>Governing law and accounting requirements</b>	
	Please give the law under which the company is incorporated	❺ This means the relevant rules or legislation which regulates the incorporation of companies in that state
Governing law ❻	REPUBLIC OF THE MARSHALL ISLANDS	
	Is the company required to prepare, audit and disclose accounting documents under parent law?	
	→ Yes Complete the details below	
	→ No Go to <b>Part 3</b>	

**OS IN01****Registration of an overseas company opening a UK establishment**

	Please give the period for which the company is required to prepare accounts by parent law				
From	d	d	m	m	
To	d	d	m	m	
	Please give the period allowed for the preparation and public disclosure of accounts for the above accounting period				
Months					

**B6****Latest disclosed accounts**

Are copies of the latest disclosed accounts being sent with this form? Please note if accounts have been disclosed, a copy must be sent with the form, and, if applicable, with a certified translation ①

☐ Yes

Please indicate what documents have been disclosed

☐ Please tick this box if you have enclosed a copy of the accounts

☐ Please tick this box if you have enclosed a certified translation of the accounts

☒ Please tick this box if no accounts have been disclosed

① Please tick the appropriate box(es)

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## Part 3

## Constitution

**C1**

### Constitution of company

The following documents must be delivered with this application

- Certified copy of the company's constitution and, if applicable, a certified translation

Please tick the appropriate box(es) below

- ☒ I have enclosed a certified copy of the company's constitution <sup>①</sup>
- ☐ I enclose a certified translation, if applicable <sup>②</sup>

<sup>①</sup> A certified copy is defined as a copy certified as correct and authenticated by - the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator

<sup>②</sup> A certified translation into English must be authenticated by the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator

**C2**

### EEA or non-EEA member state

Was the company formed outside the EEA?

- Yes Go to Section C3
- No Go to Part 4 'Officers of the company'

**C3**

### Constitutional documents

Are all of the following details in the copy of the constitutional documents of the company?

- Address of principal place of business or registered office in home country of incorporation
- Objects of the Company
- Amount of issued share capital

- Yes Go to Part 4 'Officers of the company'
- No If any of the above details are not included in the constitutional documents, please enter them in Section C4

The information is not required if it is contained within the constitutional documents accompanying this registration

**C4**

### Information not included in the constitutional documents

Please give the address of principal place of business or registered office in the country of incorporation <sup>①</sup>

Building name/number TRUST COMPANY COMPLEX

Street AJELTAKE ROAD

AJELTAKE ISLAND

Post town MAJURO

County/Region

Postcode M H 9 6 9 6 0

Country MARSHALL ISLANDS

Please give the objects of the company and the amount of issued share capital

Objects of the company <sup>②</sup> ADMINISTRATIVE SERVICES  
COMPANY

Amount of issued share capital <sup>③</sup> 1000 UNITS OF \$1 EACH

<sup>①</sup> This address will appear on the public record

<sup>②</sup> Please give a brief description of the company's business

<sup>③</sup> Please specify the amount of shares issued and the value

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### Part 4 Officers of the company

Have particulars about this company been previously delivered in respect of another UK establishment?

- **Yes** Please ensure you entered the registration number in **Section B1** and then go to **Part 5** of this form
- **No** Complete the officer details

For a secretary who is an individual, go to **Section D1**, for a corporate secretary, go to **Section E1**, for a director who is an individual, go to **Section F1**, or for a corporate director, go to **Section G1**

#### Continuation pages

Please use a continuation page if you need to enter more officer details

### Secretary

#### D1 Secretary details<sup>①</sup>

Use this section to list all the secretaries of the company  
Please complete **Sections D1-D3** For a corporate secretary, complete **Sections E1-E5** Please use a continuation page if necessary

Full forename(s)

Surname

Former name(s)<sup>②</sup>

#### ① Corporate details

Please use Sections E1-E5 to enter corporate secretary details

#### ② Former name(s)

Please provide any previous names which have been used for business purposes during the period of this return Married women do not need to give former names unless previously used for business purposes

#### D2 Secretary's service address<sup>③</sup>

Building name/number

Street

Post town

County/Region

Postcode

Country

#### ③ Service address

This is the address that will appear on the public record This does not have to be your usual residential address

If you provide your residential address here it will appear on the public record

#### D3 Secretary's authority

Please enter the extent of your authority as secretary Please tick one box

Extent of authority

- ☐ Limited <sup>④</sup>
- ☐ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box

- ☐ Alone
- ☐ Jointly <sup>⑤</sup>

If applicable, name(s) of person(s) with whom you are acting jointly

④ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below

⑤ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below

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## Corporate secretary

**E1**

### Corporate secretary details<sup>①</sup>

Use this section to list all the corporate secretaries of the company  
Please complete Sections E1-E5 Please use a continuation page if necessary

Name of corporate body or firm	
Building name/number	
Street	
Post town	
County/Region	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Country	

#### ① Registered or principal address

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

**E2**

### Location of the registry of the corporate body or firm

Is the corporate secretary registered within the European Economic Area (EEA)?

→ **Yes** Complete Section E3 only

→ **No** Complete Section E4 only

**E3**

### EEA companies<sup>②</sup>

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/firm is registered <sup>③</sup>	
Registration number	

#### ② EEA

A full list of countries of the EEA can be found in our guidance  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

**E4**

### Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the corporate body or firm	
Governing law	
If applicable, where the company/firm is registered <sup>④</sup>	
If applicable, the registration number	

#### ④ Non-EEA

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

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**E5**

## Corporate secretary's authority

	Please enter the extent of your authority as corporate secretary Please tick one box		<p>❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Extent of authority	<input type="checkbox"/> Limited ❶ <input type="checkbox"/> Unlimited		
Description of limited authority, if applicable	Are you authorised to act alone or jointly? Please tick one box		
	<input type="checkbox"/> Alone <input type="checkbox"/> Jointly ❷		
If applicable, name(s) of person(s) with whom you are acting jointly			

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**Director**

<b>F1</b>		<b>Director details <sup>①</sup></b>	
		Use this section to list all the directors of the company. Please complete Sections F1-F4. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.	
Full forename(s)	ARILD		<b>① Corporate details</b> Please use Sections G1-G5 to enter corporate director details.  <b>② Former name(s)</b> Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.  <b>③ Country/State of residence</b> This is in respect of your usual residential address as stated in Section F3.  <b>④ Business occupation</b> If you have a business occupation, please enter here. If you do not, please leave blank.
Surname	VIK		
Former name(s) <sup>②</sup>			
Country/State of residence <sup>③</sup>	UNITED KINGDOM		
Nationality	NORWEGIAN		
Date of birth	25 10 1962		
Business occupation (if any) <sup>④</sup>			
<b>F2</b>		<b>Director's service address <sup>⑤</sup></b>	
Building name/number	2		<b>⑤ Service address</b> This is the address that will appear on the public record. This does not have to be your usual residential address.  If you provide your residential address here it will appear on the public record.
Street	QUEEN'S CROSS		
Post town	ABERDEEN		
County/Region	ABERDEENSHIRE		
Postcode	AB15 4XB		
Country	UNITED KINGDOM		



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F4 Director's authority	
	Please enter the extent of your authority as director Please tick one box
Extent of authority	<input type="checkbox"/> Limited ❶ <input checked="" type="checkbox"/> Unlimited
Description of limited authority, if applicable	
	Are you authorised to act alone or jointly? Please tick one box
	<input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ❷
If applicable, name(s) of person(s) with whom you are acting jointly	

❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below

❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below

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## Registration of an overseas company opening a UK establishment

### Director

<b>F1</b>	<b>Director details <sup>①</sup></b>	<p>Please use this section to list all the directors of the company. Please complete Sections F1-F4. For a corporate director, complete Sections G1-G5</p> <p><b>① Corporate details</b> Please use Sections G1-G5 to enter corporate director details</p> <p><b>② Former name(s)</b> Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.</p> <p><b>③ Country/State of residence</b> This is in respect of your usual residential address as stated in Section F3</p> <p><b>④ Business occupation</b> If you have a business occupation, please enter here. If you do not, please leave blank</p>
Full forename(s)	ANDREW JOHN	
Surname	BEVERIDGE	
Former name(s) <sup>②</sup>		
Country/State of residence <sup>③</sup>	UNITED KINGDOM	
Nationality	BRITISH	
Date of birth	14 08 1947	
Business occupation (if any) <sup>④</sup>		

<b>F2</b>	<b>Director's service address <sup>⑤</sup></b>	<p><b>⑤ Service address</b> This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>If you provide your residential address here it will appear on the public record</p>
Building name/number	2	
Street	QUEEN'S CROSS	
Post town	ABERDEEN	
County/Region	ABERDEENSHIRE	
Postcode	AB15 4YB	
Country	UNITED KINGDOM	

## OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

**F4**

### Director's authority

	Please enter the extent of your authority as director Please tick one box	
Extent of authority	<input type="checkbox"/> Limited ❶ <input checked="" type="checkbox"/> Unlimited	❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below
Description of limited authority, if applicable	Are you authorised to act alone or jointly? Please tick one box <input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ❷	❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below
If applicable, name(s) of person(s) with whom you are acting jointly		

# OS IN01 - continuation page

## Registration of an overseas company opening a UK establishment

### Director

F1 Director details <sup>①</sup>	
Please use this section to list all the directors of the company Please complete Sections F1-F4 For a corporate director, complete Sections G1-G5	
Full forename(s)	RICHARD CARL
Surname	BEYER
Former name(s) <sup>②</sup>	
Country/State of residence <sup>③</sup>	UNITED KINGDOM
Nationality	BRITISH
Date of birth	11/4 11/10 11/9/6 19
Business occupation (if any) <sup>④</sup>	

**① Corporate details**  
Please use Sections G1-G5 to enter corporate director details

**② Former name(s)**  
Please provide any previous names which have been used for business purposes in the last 20 years Married women do not need to give former names unless previously used for business purposes

**③ Country/State of residence**  
This is in respect of your usual residential address as stated in Section F3

**④ Business occupation**  
If you have a business occupation, please enter here If you do not, please leave blank

F2 Director's service address <sup>⑤</sup>	
Building name/number	2
Street	QUEEN'S CROSS
Post town	ABERDEEN
County/Region	ABERDEENSHIRE
Postcode	AB15 4YB
Country	UNITED KINGDOM

**⑤ Service address**  
This is the address that will appear on the public record This does not have to be your usual residential address

If you provide your residential address here it will appear on the public record

## OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

**F4**

### Director's authority

	Please enter the extent of your authority as director Please tick one box	
Extent of authority	<input type="checkbox"/> Limited ❶ <input checked="" type="checkbox"/> Unlimited	❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below
Description of limited authority, if applicable	Are you authorised to act alone or jointly? Please tick one box <input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ❷	❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below
If applicable, name(s) of person(s) with whom you are acting jointly		

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### Corporate director

<b>G1</b>	<b>Corporate director details <sup>①</sup></b> Use this section to list all the corporate directors of the company Please complete G1-G5 Please use a continuation page if necessary	<b>① Registered or principal address</b> This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number
Name of corporate body or firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Country		
<b>G2</b>	<b>Location of the registry of the corporate body or firm</b> Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete Section G3 only → No Complete Section G4 only	
<b>G3</b>	<b>EEA companies <sup>②</sup></b> Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register	<b>② EEA</b> A full list of countries of the EEA can be found in our guidance <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> <b>③</b> This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
Where the company/firm is registered <sup>③</sup>		
Registration number		
<b>G4</b>	<b>Non-EEA companies</b> Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register	<b>④ Non-EEA</b> Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered <sup>④</sup>		
If applicable, the registration number		

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**G5**

### Corporate director's authority

	Please enter the extent of your authority as corporate director Please tick one box		<p>❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Extent of authority	<input type="checkbox"/> Limited ❶ <input type="checkbox"/> Unlimited		
Description of limited authority, if applicable	Are you authorised to act alone or jointly? Please tick one box		
	<input type="checkbox"/> Alone <input type="checkbox"/> Jointly ❷		
If applicable, name(s) of person(s) with whom you are acting jointly			

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## Part 5 UK establishment details

### H1

#### Documents previously delivered - constitution

Has the company previously registered a certified copy of the company's constitution with material delivered in respect of another UK establishment?

- **No** Go to **Section H3**
- **Yes** Please enter the UK establishment number below and then go to **Section H2**

UK establishment  
registration number

B	R								
---	---	--	--	--	--	--	--	--	--

### H2

#### Documents previously delivered – accounting documents

Has the company previously delivered a copy of the company's accounting documents with material delivered in respect of another UK establishment?

- **No** Go to **Section H3**
- **Yes** Please enter the UK establishment number below and then go to **Section H3**

UK establishment  
registration number

B	R								
---	---	--	--	--	--	--	--	--	--

Sections **H3** and **H4** must be completed in all cases

### H3

#### Delivery of accounts and reports

Please state if the company intends to comply with accounting requirements with respect to this establishment or in respect of another UK establishment ①

- ☒ In respect of this establishment Please go to **Section H4**
- ☐ In respect of another UK establishment Please give the registration number below, then go to **Section H4**

① Please tick the appropriate box

UK establishment  
registration number

B	R								
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**H4****Particulars of UK establishment ①**

	Please enter the name and address of the UK establishment
Name of establishment	KNOT OFFSHORE PARTNERS UK LLC
Building name/number	2
Street	QUEEN'S CROSS
Post town	ABERDEEN
County/Region	ABERDEENSHIRE
Postcode	A B 1 5 4 Y B
Country	
	Please give the date the establishment was opened and the business of the establishment
Date establishment opened	22 10 2013
Business carried on at the UK establishment	ADMINISTRATIVE SERVICES COMPANY

**① Address**

This is the address that will appear on the public record

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**Part 6 Permanent representative**

Please enter the name and address of every person authorised to represent the company as a permanent representative of the company in respect of the UK establishment

**J1 Permanent representative's details**

Please use this section to list all the permanent representatives of the company  
Please complete **Sections J1-J4**

**Continuation pages**

Please use a continuation page if you need to enter more details

Full forename(s) **ANDREW JOHN**Surname **BEVERIDGE****J2 Permanent representative's service address ①**Building name/number **2**Street **QUEEN'S CROSS**Post town **ABERDEEN**County/Region **ABERDEENSHIRE**Postcode **A B 1 5 4 Y B**Country **UNITED KINGDOM****① Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

**J3 Permanent representative's authority**

Please enter the extent of your authority as permanent representative  
Please tick one box

Extent of authority

☐ Limited ②  
☒ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box

☒ Alone  
☐ Jointly ③

If applicable, name(s) of person(s) with whom you are acting jointly

② If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below

③ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below

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## Part 7

### Person authorised to accept service

Does the company have any person(s) in the UK authorised to accept service of documents on behalf of the company in respect of its UK establishment?

→ **Yes** Please enter the name and service address of every person(s) authorised below

→ **No** Tick the box below then go to **Part 8 'Signature'**

☒ If there is no such person, please tick this box

## K1

### Details of person authorised to accept service of documents in the UK

Please use this section to list all the persons' authorised to accept service below  
Please complete **Sections K1-K2**

#### Continuation pages

Please use a continuation page if you need to enter more details.

Full forename(s)

Surname

## K2

### Service address of person authorised to accept service <sup>①</sup>

Building name/number

Street

Post town

County/Region

Postcode

Country

#### ① Service address

This is the address that will appear on the public record. This does not have to be your usual residential address. Please note, a DX address would not be acceptable.

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**Part 8**

**Signature**

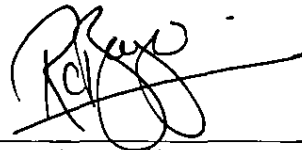
This must be completed by all companies

I am signing this form on behalf of the company

Signature

Signature

X

A handwritten signature in black ink, appearing to be 'R. King', is written over a horizontal line.

X

This form may be signed by  
Director, Secretary, Permanent representative

# OS IN01

## Registration of an overseas company opening a UK establishment



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **NICHOLAS CONNELL**

Company name **VINSON & ELKINS RLLP**

Address **CITYPOINT, 33RD FLOOR,  
ONE ROPEMAKER STREET**

Post town **LONDON**

County/Region

Postcode **E C 2 Y 9 U E**

Country **UNITED KINGDOM**

DX

Telephone **02070656174**



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ The overseas corporate name on the form matches the constitutional documents exactly
- ☐ You have included a copy of the appropriate correspondence in regard to sensitive words, if appropriate
- ☐ You have included certified copies and certified translations of the constitutional documents, if appropriate
- ☐ You have included a copy of the latest disclosed accounts and certified translations, if appropriate
- ☐ You have completed all of the company details in Section B3 if the company has not registered an existing establishment
- ☐ You have complete details for all company secretaries and directors in Part 4 if the company has not registered an existing establishment
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☐ You have completed details for all permanent representatives in Part 6 and persons authorised to accept service in Part 7
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.



### How to pay

A fee of £20 is payable to Companies House in respect of a registration of an overseas company. Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

#### England and Wales

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### Scotland

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### Northern Ireland

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

#### Higher protection

If you are applying for, or have been granted, higher protection, please post this whole form to the different postal address below.  
The Registrar of Companies, PO Box 4082,  
Cardiff, CF14 3WE




### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**LIMITED LIABILITY COMPANY AGREEMENT**  
**OF**  
**KNOT OFFSHORE PARTNERS UK LLC**  
**A Marshall Islands Limited Liability Company**

Certified as a true copy

  
Name: ARILD VIK  
Date: 8 March 2013  
Position: CEO

Dated as of February 22, 2013

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Exhibit 1	Form of Certificate of Formation
Exhibit 2	Form of LLC Certificate





## LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement of KNOT Offshore Partners UK LLC, a Marshall Islands limited liability company (the "*Company*"), is made and entered into effective as of the 22<sup>nd</sup> day of February, 2013, by KNOT Offshore Partners LP, a Marshall Islands limited partnership (the "*Partnership*")

### RECITALS

WHEREAS, the Partnership desires to form the Company pursuant to the Act, and

WHEREAS, subject to the terms and conditions of this Agreement, it is intended that that Company may engage in any lawful activity permitted by the Act

NOW, THEREFORE, it is agreed as follows

### ARTICLE I DEFINITIONS

Section 1.1 *Defined Terms* When used in this Agreement, the following terms shall have the meanings set forth below

(a) "*Act*" means the Marshall Islands Limited Liability Company Act of 1996 (of the Republic of the Marshall Islands Associations Law), as the same may be amended from time to time

(b) "*Agreement*" means this Limited Liability Company Agreement, as amended, modified, supplemented or restated from time to time in accordance with its terms

(c) "*Board of Directors*" means the board of directors of the Company composed of directors appointed in accordance with the provisions of Section 4.1, which, pursuant to Section 4.1, oversees and directs the operations, management and policies of the Company

(d) "*Capital Contributions*" means the total amount of cash and/or assets which a Member contributes to the Company as capital pursuant to this Agreement

(e) "*Certificate of Formation*" means the Certificate of Formation in the form of Exhibit 1 attached hereto to be filed pursuant to the Act with the Republic of the Marshall Islands Registrar of Corporations pursuant to which the Company shall be formed as a Marshall Islands limited liability company

(f) "*Company*" has the meaning set forth in the Preamble to this Agreement

(g) "*Initial Directors*" has the meaning set forth in Section 4.1

(h) "*LLC Certificate*" has the meaning set forth in Section 2.8 of this Agreement

(i) "**Member**" means KNOT and any Transferee of KNOT, as the case may be, and shall have the same meaning as the term "Member" under the Act

(j) "**Officers**" has the meaning set forth in Section 4 4(a) of this Agreement

(k) "**Partnership**" has the meaning set forth in the Preamble to this Agreement

(l) "**Person**" means a natural person, corporation, partnership, joint venture, trust, estate, unincorporated association, limited liability company, or any other juridical entity

(m) "**Transferee**" has the meaning set forth in Section 2 10(a) of this Agreement

(n) "**Units**" means the units representing the limited liability company interests in the Company

Section 1 2 *Number and Gender* As the context requires, all words used herein in the singular number shall extend to and include the plural, all words used in the plural number shall extend to and include the singular, and all words used in any gender shall extend to and include the other gender or be neutral

## ARTICLE II ORGANIZATION

Section 2 1 *Formation* By its execution of this Agreement, each of the Members authorizes each of Steven J Hollander and Daniel C Rodgers, each acting singularly, of Watson, Farley & Williams (New York) LLP to file the Certificate of Formation pursuant to the Act with the Republic of the Marshall Islands Registrar of Corporations and, upon such filing, the Company will be formed as a Marshall Islands limited liability company

Section 2 2 *Name* The name of the Company shall be "KNOT Offshore Partners UK LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Board of Directors may from time to time designate

Section 2 3 *Purposes* The purposes for which the Company is established is to engage in any lawful activity permitted by the Act

Section 2 4 *Registered Office, Registered Agent* The registered office of the Company required by the Act to be maintained in the Republic of the Marshall Islands shall be the office of the initial registered agent named in the Certificate of Formation or such other office as the Board of Directors may designate from time to time in the manner provided by law The registered agent of the Company required by the Act to be maintained in the Republic of the Marshall Islands shall be the initial registered agent named in the Certificate of Formation or such other person or persons as the Board of Directors may designate from time to time in the manner provided by law

Section 2.5 *Principal Office* The principal office of the Company shall be 2 Queen's Cross, Aberdeen, Aberdeenshire AB15 4YB, United Kingdom, except as may otherwise be determined by the Board of Directors

Section 2.6 *Term* The Company shall commence on the date the Certificate of Formation is accepted for filing by the Republic of the Marshall Islands Registrar of Corporations and shall have perpetual existence, unless the Company is dissolved in accordance with the Act

Section 2.7 *Liability to Third Parties* Neither the Member nor the Board of Directors shall be liable for the debts, obligations or liabilities of the Company, including, without limitation, under a judgment, decree or order of a court

Section 2.8 *LLC Certificate* The limited liability company interests of the Company shall be represented by Units. The Member's ownership of its limited liability company interest in the Company shall be evidenced by a certificate of 1,000 Units initially representing a 100% limited liability company interest in the Company (the "*LLC Certificate*") substantially in the form of Exhibit 2 attached hereto

Section 2.9 *Issuances of Additional Units*

(a) The Company may issue additional Units and options, rights, warrants and appreciation rights relating to such Units for any Company purpose at any time and from time to time to such Persons for such consideration and on such terms and conditions as the Board of Directors shall determine, all without the approval of any Members

(b) Each additional Unit authorized to be issued by the Company pursuant to Section 2.9(a) may be issued in one or more classes, or one or more series of any such classes, with such designations, preferences, rights, powers and duties (which may be senior to existing classes and series of limited liability company interests), as shall be fixed by the Board of Directors, including (i) the right to share in Company distributions, (ii) the rights upon dissolution and liquidation of the Company, (iii) whether, and the terms and conditions upon which, the Company may or shall be required to redeem the Unit (including sinking fund provisions), (iv) whether such Unit is issued with the privilege of conversion or exchange and, if so, the terms and conditions of such conversion or exchange, (v) the terms and conditions upon which each Unit will be issued, evidenced by certificates and assigned or transferred, (vi) the method for determining the percentage of the total limited liability company interests represented by the Units, and (vii) the right, if any, of each such Unit to vote on Company matters, including matters relating to the relative rights, preferences and privileges of such Units

(c) The Board of Directors shall take all actions that it determines to be necessary or appropriate in connection with each issuance of Units and options, rights, warrants and appreciation rights relating to such Units pursuant to this Section 2.9, reflecting the admission of such additional Members in the books and records of the Company as the Record Holder of such Units. The Board of Directors shall determine the relative rights, powers and duties of the holders of the Units or other limited liability company interests being so issued. The Board of Directors shall do all things necessary to comply with the Marshall Islands Act and

is authorized and directed to do all things that it determines to be necessary or appropriate in connection with any future issuance of limited liability company interests, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency

**Section 2 10 *Transfer of Ownership Interest, Pledge of Ownership Interest***

(a) Subject to the provisions of Section 2 10(b) herein, upon the endorsement by a Member on its LLC Certificate (or on a separate transfer power) in favor of a third party (a 'Transferee') and the delivery of such LLC Certificate (and such separate power, if applicable) to the Company for registration and issuance of a new LLC Certificate to such Transferee, such Member shall be deemed to have assigned and transferred all its right, title and interest in the Company and in this Agreement to such Transferee and all references in this Agreement to such Member shall be deemed to refer to such Transferee, in each case effective as of the date of such LLC Certificate delivery. A Member's right, title and interest in the Company shall not be transferred other than as provided in this Section 2 10(a)

(b) The pledge of, or granting of a security interest, lien or other encumbrance in or against, any or all of the limited liability company interest of the Member in the Company shall not cause the Member to cease to be a Member until the secured party shall have lawfully exercised its remedies under the security agreement and completed the endorsement in favor of a Transferee. Until the exercise of such remedies, the secured party shall not have the power to exercise any rights or powers of the Members

(c) The instrument of transfer of any ownership interest in the Company shall be executed outside of the United Kingdom

**ARTICLE III  
CAPITAL CONTRIBUTIONS**

**Section 3 1 *Initial Capital Contributions*** The Partnership shall make an initial capital contribution of U S \$1,000 to the Company, and upon the Company's receipt and in consideration thereof, an LLC Certificate shall be issued in favor of the Partnership as provided for in Section 2 8 above

**Section 3 2 *Additional Capital Contributions*** The Member may contribute such additional sums and/or assets, if any, as it shall determine in its sole discretion

**Section 3 3 *Liability Limited to Capital Contributions*** The Member shall not have any obligation to contribute money to the Company or any personal liability with respect to any liability or obligation of the Company

**Section 3 4 *No Interest on Capital Contributions*** Except as otherwise expressly provided herein, the Member shall not receive any interest on its Capital Contributions to the Company

## ARTICLE IV MANAGEMENT

Section 4.1 *Board of Directors* Except for decisions or actions requiring the approval of the Members or by non-waivable provisions of the Act or applicable law, all of the management and control of the Company shall be vested in a board of directors and the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be exclusively managed in the United Kingdom under the direction of, a board of directors (the "**Board of Directors**") comprised of no less than three and no more than seven Directors. Subject to such limitations, the exact number of Directors shall be fixed from time to time by resolution of the Board of Directors and such number may be increased or decreased from time to time by vote of a majority of the Directors then in office, provided, however, that the Board of Directors initially shall be comprised of three Directors (the "**Initial Directors**") No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director. Each member of the Board of Directors is deemed a "manager" under the Act. The Board of Directors may make all decisions and take all actions for the Company as in its sole discretion it shall deem necessary or appropriate to enable the Company to carry out the purposes for which the Company was formed and to further the interests of the Members, including, without limitation, the following:

- (a) adopting, by written consent or otherwise, resolutions in the name and on behalf of the Company authorizing any decisions or actions taken pursuant to this Section 4.1,
- (b) entering into, making and performing such contracts, agreements, undertakings and financial guarantees in the name and on behalf of the Company,
- (c) setting aside reserves, opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements,
- (d) collecting sums due to the Company,
- (e) selecting, removing, and changing the authority and responsibility of lawyers, auditors and other advisers and consultants,
- (f) (i) creating such committees of the Board of Directors as the Board of Directors may deem necessary, appropriate or advisable, in its sole discretion, to carry on the affairs of the Company, (ii) selecting and removing (with or without cause, upon the affirmative vote of a majority of all of the Directors then in office) the members of such committees (provided, however, that such committees shall be comprised only of Directors and shall have only as many members as the Board of Directors deems appropriate), and (iii) changing the authority and responsibilities of such committees, and
- (g) granting signatory authority to and issuing Powers of Attorney in favor of such persons as they may deem necessary or appropriate to carry out and implement any decisions or actions taken pursuant to this Section 4.1

Section 4 2 *Board Membership*

(a) The Members shall have full authority unilaterally to appoint, by majority vote, such individuals to be Directors as they shall choose in their sole discretion, and to remove and replace, by majority vote, any Director they appoint to the Board of Directors, with or without cause, at any time and for any reason, and to fill, by majority vote, any positions created on the Board of Directors as a result of an increase in the size of the Board of Directors

(b) Each Director shall be appointed to serve until his or her successor shall be appointed and shall qualify or until his or her earlier resignation or removal

(c) The Members shall designate one Director to hold the title of Chairman

Section 4 3 *Meetings, Quorum, Voting, etc*

(a) Meetings of the Board of Directors shall be held in the United Kingdom, shall be held at least four times every fiscal year and shall be called by the Secretary of the Company, or in the absence of the Secretary, by the Chairman of the Board of Directors, upon request of any Director. Notice of the date, time and place of each meeting of the Board of Directors shall be given to each Director at least 48 hours prior to such meeting, unless the notice is given orally or delivered in person, in which case it shall be given at least 24 hours prior to such meeting. For the purpose of this Section 4 3(a), notice shall be deemed to be duly given to a Director if given to him or her personally (including by telephone) or if such notice be delivered to such Director by courier service, mail, email, telegraph, cable, telex, or facsimile, to his or her last known address. Notice of a meeting need not be given to any Director who submits a signed waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior to the conduct of any voting thereat, the lack of notice to him, or her

(b) At all meetings of the Board of Directors, a quorum for the transaction of business shall be a majority of the Directors then in office

(c) Directors may participate in a meeting of the Board of Directors or a meeting of any committee of the Board of Directors by means of conference call or any similar communications equipment by means of which all Directors participating in the meeting can hear each other (from within or outside the United Kingdom), and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting, provided, that a majority of the Directors then in office must be present in the United Kingdom (whether in person or by conference call or any similar communications equipment by means of which all Directors participating in the meeting can hear each other) for a meeting to be validly convened

(d) All decisions to be made and actions to be taken by the Board of Directors or a committee of the Board of Directors shall be determined by the vote of a majority of the Directors in attendance at a meeting at which a quorum is present

(e) Any action which may be taken at a meeting of the Board of Directors or a meeting of any committee of the Board of Directors at least a majority of whom take such action from the United Kingdom may be taken without a meeting if a consent in writing, setting forth

the action so taken, is signed by all of the Directors or committee members then in office. The action taken by any unanimous consent in writing shall be deemed to have occurred when the last Director executing such consent shall have signed the consent.

(f) Meetings of the any committee of the Board of Directors shall be held in the United Kingdom. Unless the Board of Directors shall otherwise provide, any committee of the Board of Directors may make rules for the conduct of its business as such committee shall from time to time deem necessary. Each committee shall keep a record of its proceedings and report the same to the Board of Directors when required. No committee shall have the power to fill vacancies in the Board of Directors, or to change the membership of or to fill vacancies in, any other committee created by the Board of Directors, or to amend or repeal this Agreement or adopt a new limited liability company agreement, or to submit to the Member any action requiring its authorization, or to amend or repeal any resolution of the Board of Directors which by its terms shall not be amendable or repealable. Directors may participate in a meeting of a committee of the Board of Directors by means of conference call or any similar communications equipment by means of which all Directors participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting, provided that a majority of the participants must be present in the United Kingdom (whether in person or by conference call or any similar communications equipment by means of which all Directors participating in the meeting can hear each other) for a meeting to be validly convened.

#### Section 4.4 *Delegation of Authority and Duties*

(a) The Board of Directors may, from time to time as it deems advisable, appoint and elect (as well as remove or replace at any time with or without cause for any reason) ~~(i) a Chief Executive Officer, (ii) a Chief Financial Officer, (iii) a Secretary and (iv) such other~~ officer positions assigned to individuals (collectively, the "*Officers*") Each Officer shall be a natural person. Any two or more offices may be held by the same person. If so appointed by the Board of Directors, the Officers shall have the authority and duties as may from time to time be assigned to them.

(b) In addition, the Board of Directors may, from time to time as it deems advisable, delegate to one or more natural persons (inclusive of any Director) such authority and duties as the Board of Directors is granted under this Agreement and not made subject to the approval of the Members by this Agreement, and the Board of Directors may assign in writing such titles to any such person as it deems appropriate. Any delegation pursuant to this Section 4.4(b) may be revoked at any time by the Board of Directors with or without cause for any reason.

(c) Unless the Board of Directors decides otherwise, if the title of any person authorized to act on behalf of the Company under this Section 4.4 is one commonly used for officers of a business corporation formed under the Marshall Islands Business Corporation Act, the assignment of such title shall constitute the delegation to such person of the authority and duties that are normally associated with that office, subject to any specific delegation of, or restriction on, authority and duties made pursuant to this Section 4.4. Any delegation or restriction pursuant to this Section 4.4(c) may be revoked at any time by the Board of Directors,

with or without cause for any reason, provided, that the Board of Directors will not be entitled to revoke any restriction relating to the residence of any person as set out in this Section 4.4

(d) Unless authorized to do so by this Agreement or by the Board of Directors, no Director, Officer, agent or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable pecuniarily for any purpose. However, the Company may act by an attorney in fact authorized by the Board of Directors

**Section 4.5 Execution of Documents** Any agreements, contracts or other documents or correspondence executed by the Company, including an LLC Certificate, shall be signed by the individual executing same as follows

KNOT OFFSHORE PARTNERS UK LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**Section 4.6 Compensation of Directors and Officers**

(a) Members of the Board of Directors shall receive compensation for their services to the Company as the Board of Directors or any compensation committee appointed by the Board of Directors. Such compensation shall be based on market terms as determined by the ~~Board of Directors or any compensation committee appointed by the Board of Directors.~~ In addition, the Board of Directors or any compensation committee appointed by the Board of Directors may, from time to time, authorize the reimbursement by the Company of such expenses (including travel expenses) as may be incurred by Directors in the performance of their duties hereunder (including attendance at meetings of the Board of Directors)

(b) The Officers shall serve with or without such compensation for their services to the Company as the Board of Directors or any compensation committee appointed by the Board of Directors thereof shall determine

**Section 4.7 Indemnification**

(a) To the fullest extent permitted by law but subject to the limitations expressly provided in this Agreement, all Indemnitees shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee, provided, that the Indemnitee shall not be indemnified and held harmless if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in



respect of the matter for which the Indemnatee is seeking indemnification pursuant to this Section 4 7, the Indemnatee acted in bad faith or engaged in fraud, willful misconduct or gross negligence or, in the case of a criminal matter, acted with knowledge that the Indemnatee's conduct was unlawful. Any indemnification pursuant to this Section 4 7 shall be made only out of the assets of the Company, it being agreed that the Members shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Company to enable it to effectuate such indemnification.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnatee who is indemnified pursuant to this Section 4 7 in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to a determination that the Indemnatee is not entitled to be indemnified upon receipt by the Company of any undertaking by or on behalf of the Indemnatee to repay such amount if it shall be determined that the Indemnatee is not entitled to be indemnified as authorized in this Section 4 7.

(c) The indemnification provided by this Section 4 7 shall be in addition to any other rights to which an Indemnatee may be entitled under any agreement, as a matter of law or otherwise, both as to actions in the Indemnatee's capacity as an Indemnatee and as to actions in any other capacity, and shall continue as to an Indemnatee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnatee.

(d) The Company may purchase and maintain (or reimburse any Member or its Affiliates for the cost of) insurance, on behalf of any Member, its Affiliates and such other Persons as the Board of Directors shall determine, against any liability that may be asserted against, or expense that may be incurred by, such Person in connection with the Company's activities or such Person's activities on behalf of the Company, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) For purposes of this Section 4 7, the Company shall be deemed to have requested an Indemnatee to serve as fiduciary of an employee benefit plan whenever the performance by it of its duties to the Company also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan, excise taxes assessed on an Indemnatee with respect to an employee benefit plan pursuant to applicable law shall constitute "fines" within the meaning of Section 4 7(a), and action taken or omitted by it with respect to any employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Company.

(f) In no event may an Indemnatee subject any of the Members to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnatee shall not be denied indemnification in whole or in part under this Section 4 7 because the Indemnatee had an interest in the transaction with respect to

which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement

(h) The provisions of this Section 4.7 are for the benefit of the Indemnitees, their heirs, successors, assigns and administrators and shall not be deemed to create any rights for the benefit of any other Persons

(i) No amendment, modification or repeal of this Section 4.7 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnatee to be indemnified by the Company, nor the obligations of the Company to indemnify any such Indemnatee under and in accordance with the provisions of this Section 4.7 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted

#### Section 4.8 *Liability of Indemnitees*

(a) No Indemnatee shall be personally liable for the debts and obligations of the Company

(b) Notwithstanding anything to the contrary set forth in this Agreement, no Indemnatee shall be liable for monetary damages to the Company for losses sustained or liabilities incurred as a result of any act or omission of an Indemnatee unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnatee acted in bad faith or engaged in fraud, willful misconduct or gross negligence or, in the case of a criminal matter, acted with knowledge that the Indemnatee's conduct was criminal

(c) To the full extent that the Act permits the limitation or elimination of liability of Directors, a Director shall not be liable to the Company or its Members for monetary damages for breach of fiduciary duty as a Director

(d) Any amendment, modification or repeal of this Section 4.8 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Section 4.8 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted

### ARTICLE V ALLOCATIONS AND DISTRIBUTIONS

Section 5.1 *Allocations* Profits of the Company shall not be allocated to members until a distribution is declared by the Board or upon a winding up

Section 5.2 *Distributions/Available Cash* The Board of Directors shall in its sole discretion determine from time to time to what extent (if any) the Company's cash on hand

exceeds the current and anticipated needs of the Company. To the extent any such excess exists, the Board of Directors may make distributions to the Member, subject to Section 40 of the Act

## ARTICLE VI BOOKS AND RECORDS; FISCAL YEAR; BANK ACCOUNTS

Section 6.1 *Books and Records* The books and records of the Company shall, at the cost and expense of the Company, be kept at the principal office of the Company or at such other location as the Board of Directors may from time to time determine, provided such location is in the United Kingdom, but in no circumstances shall any register of members be brought into the United Kingdom

Section 6.2 *Fiscal Year* Unless otherwise determined by the Board of Directors, the Company's books and records shall be kept on a December 31 calendar year basis and shall reflect all Company transactions and be appropriate and adequate for conducting the Company's affairs

Section 6.3 *Bank Accounts* All funds of the Company will be deposited in its name in an account or accounts maintained with such bank or banks selected by the Board of Directors. Checks shall be drawn upon the Company account or accounts only for the purposes of the Company and may be signed by such persons as may be designated by the Board of Directors

## ARTICLE VII MISCELLANEOUS

Section 7.1 *Complete Agreement* This Agreement and the exhibits hereto constitute the complete and exclusive statement of the agreement regarding the operation of the Company and replace and supersede all prior agreements regarding the operation of the Company

Section 7.2 *Governing Law* This Agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the Republic of the Marshall Islands, without giving regard to principles of conflicts of law

Section 7.3 *Headings* All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement

Section 7.4 *Severability* If any provision of this Agreement is held to be illegal, invalid or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable

Section 7.5 *No Third Party Beneficiary* This Agreement is made solely and specifically for the benefit of the Member and its successors and Transferees and no other Persons shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise

Section 7.6 *Amendment* All amendments to this Agreement must be in writing and signed by the Member

[Signature Page Follows]

**WHEREFORE**, this Agreement has been executed by a duly authorized representative of the Member as of the date first set forth above.

Sole Member

**KNOT OFFSHORE PARTNERS LP**

By. 

Name: Arild Vik

Title Authorized Person

SIGNATURE PAGE TO  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
KNOT OFFSHORE PARTNERS UK LLC



**CERTIFICATE OF FORMATION**

**OF**

**KNOT OFFSHORE PARTNERS UK LLC**

**Under Section 9 of The Marshall Islands Limited Liability Company Act**

The undersigned, [●], authorized person of KNOT Offshore Partners UK LLC, for the purpose of forming a Marshall Islands limited liability company, hereby certifies

- 1 The name of the limited liability company is KNOT Offshore Partners UK LLC (the "*Company*")
2. The registered address of the Company in the Marshall Islands is Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960  
- The name of the Company's-registered agent in the Marshall Islands upon whom process may be served at such address is The Trust Company of the Marshall Islands, Inc
- 3 The formation date of the Company is the date of the filing of this Certificate of Formation with the Registrar of Corporations

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate of Formation on the \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
[●]

Authorized Person



Exhibit 2

**CERTIFICATE OF LIMITED LIABILITY COMPANY INTEREST**

**OF**

**KNOT OFFSHORE PARTNERS UK LLC**

**ORGANIZED UNDER THE LAWS OF THE  
REPUBLIC OF THE MARSHALL ISLANDS**

This Certificate evidences the ownership by [●] of [●] units representing [●]% of the limited liability company interests in KNOT Offshore Partners UK LLC (the "*Company*"), which interests are subject to the provisions of the Certificate of Formation and the Limited Liability Company Agreement of the Company, as each may be amended, modified or otherwise supplemented from time to time

Witness, the signature of the Company by its duly authorized officer

Date \_\_\_\_\_

\_\_\_\_\_  
Name  
Title

Exhibit 2

US 1626385v 6



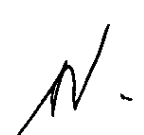
For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ a total of \_\_\_\_\_ units representing a \_\_\_\_\_ % limited liability company ownership interests in KNOT Offshore Partners UK LLC represented by this Certificate

Date \_\_\_\_\_ [\_\_\_\_\_]

By \_\_\_\_\_  
Name  
Title

Exhibit 2

US 1626385v 6







**FILE COPY**

**CERTIFICATE OF REGISTRATION  
OF AN OVERSEA COMPANY**

(Registration of a UK establishment)

Company No. FC031286

UK Establishment No. BR016352

The Registrar of Companies hereby certifies that

**KNOT OFFSHORE PARTNERS UK LLC**

has this day been registered under the Companies Act 2006 as having  
established a UK Establishment in the United Kingdom.

Given at Companies House on **5th April 2013**.



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**