In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01

Notice of a cross border merger involving a UK registered company

Companies House

MONDAY

S7G5Ø8K1
SCT 08/10/2018 #19
COMPANIES HOUSE

✓ **What this form is for**
You may use this form to give notice of a cross border merger between two or more limited companies (including a UK registered company).

✗ **What this form is NOT for**
You cannot use this form to give notice of a cross border merger between companies outside the European Economic Area (EEA).

Part 1 Company details

Company number of UK merging company	S C 0 0 1 8 7 8
Company name in full of UK merging company	UNITED WIRE LIMITED

→ **Filling in this form**
Please complete in typescript, or in bold black capitals.

All fields are mandatory unless specified or indicated by *

Part 2 Merging companies

Please use **Section A1** and **Section B1** to fill in the details for each merging company (including UK companies). Please use a CB01 continuation page to enter the details of additional merging companies.

A1 Merging company details ❶

Full company name	UNITED WIRE LIMITED
Registered number ❷	S C 0 0 1 8 7 8
	Please enter the registered office address.
Building name/number	Peregrine House Peregrine Road
Street	Westhill Business Park
	Westhill
Post town	Aberdeenshire
County/Region	Scotland
Postcode	A B 3 2 6 J L
Country	United Kingdom
Legal form and law ❸	Private limited company
	Incorporated under the laws of Scotland
Member state and registry ❹	

❶ **Merging Company details**
Please use Section B1 to enter the details of the second merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry where documents are kept.

CB01

Notice of a cross border merger involving a UK registered company

B1 Merging company details ❶

Full company name	SEE CONTINTUATION PAGE
Registered number ❷	
	Please enter the registered office address.
Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	
Legal form and law ❸	
Member state and registry ❹	

❶ **Merging Company details**
Please use a CB01 continuation page to enter the details of additional merging companies.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry where documents are kept.

Part 3 Details of meetings ❺

If applicable, please enter the date, time and place of every meeting summoned under regulation 11 (power of court to summon meeting of members or creditors).

Details of meeting

Date	d 1 d 0 m 1 m 2 y 2 y 0 y 1 y 8
Time	3.05 P.M.
Place	Peregrine House, Westhill, Aberdeenshire, Scotland, AB32 6JL

Details of meeting

Date	d d m m y y y y
Time	
Place	

Details of meeting

Date	d d m m y y y y
Time	
Place	

Details of meeting

Date	d d m m y y y y
Time	
Place	

❺ **Details of meetings**
For additional meetings held under regulation 11, please use a CB01 continuation page.

Part 4 Terms of merger and court orders

C1 Terms of merger

You must either:
- enclose a copy of the draft terms of merger;
  or,
- give details (below) of a website on which the draft terms are available.●

Website address

●**Draft terms of merger on a website**
In order to be able to give notice of draft terms of merger on a website, the following conditions must be met:
- the website is maintained by or on behalf of the UK merging company;
- The website identifies the UK merging company;
- no fee is required to access the draft terms of merger;
- the draft terms of merger remain available on the website throughout the period beginning one month before and ending on the date of the first meeting of members.

C2 Court orders

If applicable, you must enclose a copy of any court order made where the court has summoned a meeting of members or creditors.

Part 5 Signature

D1 Signature

I am signing this form on behalf of the UK merging company.

Signature

Signature
X X

This form may be signed by a director of the UK merging company on behalf of the Board.

CB01

Notice of a cross border merger involving a UK registered company

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: Natalie Bundy

Company name: Brodies LLP

Address: 15 Atholl Crescent

Post town: Edinburgh

County/Region: Scotland

Postcode: E H 3 8 H A

Country: United Kingdom

DX: Ed 10

Telephone: 0131 656 0058

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number of the UK merging company match the information held on the public Register.
- ☐ You have completed the details of each merging company in Part 2.
- ☐ You have completed Part 3.
- ☐ You have completed Part 4 (if applicable).
- ☐ You have enclosed the relevant documents.
- ☐ You have signed the form in Part 5.

Important information

Please note that all information on this form will appear on the public record.

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:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in 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).

For companies registered in 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.

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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

In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	SCHLUMBERGER UK HOLDINGS LIMITED
Registered number ❷	0 1 6 8 6 5 7 2
	Please enter the registered office address.
Building name/number	Schlumberger House Buckingham Gate
Street	Gatwick Airport
Post town	West Sussex
County/Region	
Postcode	R H 6 0 N Z
Country	United Kingdom
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 *continuation page for details of each* additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry where documents are kept.

In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	LIBERTADOR HOLDINGS B.V.
Registered number ❷	5 4 1 4 8 9 3 6
	Please enter the registered office address.
Building name/number	83
Street	PARKSTRAAT
Post town	The Hague
County/Region	
Postcode	2 5 1 4 J G
Country	The Netherlands
Legal form and law ❸	Private Limited Liability Company
	Incorporated under the laws of the Netherlands
Member state and registry ❹	THE NETHERLANDS, TRADE REGISTER OF THE CHAMBER OF
	COMMERCE, DE RUIJTERKADE 5, 1013 AA AMSTERDAM

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
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In accordance with Regulation 12 of the Companies (Cross Border Mergers) *Regulations 2007.*

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	BAKER JARDINE AND ASSOCIATES LIMITED
Registered number ❷	S C 0 9 5 1 5 0
	Please enter the registered office address.
Building name/number	Peregrine House Peregrine Road
Street	Westhill Business Park
Post town	Westhill
County/Region	Aberdeenshire
Postcode	A B 3 2 6 J L
Country	Scotland
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of Scotland
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry where documents are kept.

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CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	DATA MARINE SYSTEMS LIMITED
Registered number ❷	S C 1 1 1 3 9 9
	Please enter the registered office address.
Building name/number	Peregrine House Peregrine Road
Street	Westhill Business Park
Post town	Westhill
County/Region	Aberdeenshire
Postcode	A B 3 2 6 J L
Country	Scotland
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of Scotland
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
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In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	INSENSYS OIL AND GAS LIMITED
Registered number ❷	0 5 9 6 1 4 2 6
	Please enter the registered office address.
Building name/number	Schlumberger House Buckingham Gate
Street	Gatwick Airport
Post town	West Sussex
County/Region	
Postcode	R H 6 0 N Z
Country	United Kingdom
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry where documents are kept.

In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	LASALLE ENGINEERING (HOLDINGS) LIMITED
Registered number ❷	S C 1 3 0 6 2 7
	Please enter the registered office address.
Building name/number	Peregrine House Peregrine Road
Street	Westhill Business Park
Post town	Westhill
County/Region	Aberdeenshire
Postcode	A B 3 2 6 J L
Country	Scotland
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of Scotland
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
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In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	M-I SWACO (UK) LIMITED
Registered number ❷	S C 2 3 6 4 7 9
	Please enter the registered office address.
Building name/number	Peregrine House Peregrine Road
Street	Westhill Business Park
Post town	Westhill
County/Region	Aberdeenshire
Postcode	A B 3 2 6 J L
Country	Scotland
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of Scotland
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
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In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	NETWORK OF EXCELLENCE IN TRAINING LIMITED
Registered number ❷	0 4 3 8 9 0 7 1
	Please enter the registered office address.
Building name/number	Schlumberger House Buckingham Gate
Street	Gatwick Airport
Post town	West Sussex
County/Region	
Postcode	R H 6 0 N Z
Country	United Kingdom
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
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In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including *UK companies*).

Full company name	ROCK DEFORMATION RESEARCH LIMITED
Registered number ❷	0 3 7 9 1 8 0 8
	Please enter the registered office address.
Building name/number	Schlumberger House Buckingham Gate
Street	Gatwick Airport
Post town	West Sussex
County/Region	
Postcode	R H 6 0 N Z
Country	United Kingdom
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
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In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	SCHLUMBERGER SIS LIMITED
Registered number ❷	0 4 8 3 0 0 2 6

Please enter the registered office address.

Building name/number	Schlumberger House Buckingham Gate
Street	Gatwick Airport
Post town	West Sussex
County/Region	
Postcode	R H 6 0 N Z
Country	United Kingdom
Legal form and law ❸	Private Limited Company Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry where documents are kept.

In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	SEISMOGRAPH SERVICE (ENGLAND) LIMITED
Registered number ❷	0 0 4 7 9 7 7 0
	Please enter the registered office address.
Building name/number	Schlumberger House Buckingham Gate
Street	Gatwick Airport
Post town	West Sussex
County/Region	
Postcode	R H 6 0 N Z
Country	United Kingdom
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
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In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	SEISMOGRAPH SERVICE LIMITED
Registered number ❷	0 0 4 0 9 8 8 8
	Please enter the registered office address.
Building name/number	Schlumberger House Buckingham Gate
Street	Gatwick Airport
Post town	West Sussex
County/Region	
Postcode	R H 6 0 N Z
Country	United Kingdom
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

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In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	SPECIALISED PETROLEUM SERVICES INTERNATIONAL (BRANCH) LIMITED
Registered number ❷	0 2 6 6 1 8 3 8
	Please enter the registered office address.
Building name/number	Schlumberger House Buckingham Gate
Street	Gatwick Airport
Post town	West Sussex
County/Region	
Postcode	R H 6 0 N Z
Country	United Kingdom
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 *continuation page for details of each* additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
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In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	SPECIALISED PETROLEUM SERVICES INTERNATIONAL (HOLDINGS) LIMITED
Registered number ❷	S C 1 9 5 6 9 3
	Please enter the registered office address.
Building name/number	Peregrine House Peregrine Road
Street	Westhill Business Park
Post town	Westhill
County/Region	Aberdeenshire
Postcode	A B 3 2 6 J L
Country	Scotland
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of Scotland
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

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In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	SPECIALISED PETROLEUM SERVICES INTERNATIONAL LIMITED
Registered number ❷	S C 0 7 1 5 1 6
	Please enter the registered office address.
Building name/number	Peregrine House Peregrine Road
Street	Westhill Business Park
Post town	Westhill
County/Region	Aberdeenshire
Postcode	A B 3 2 6 J L
Country	Scotland
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of Scotland
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

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In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	SPT GROUP LIMITED
Registered number ❷	0 2 6 7 3 0 4 1
	Please enter the registered office address.
Building name/number	Schlumberger House Buckingham Gate
Street	Gatwick Airport
Post town	West Sussex
County/Region	
Postcode	R H 6 0 N Z
Country	United Kingdom
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
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❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
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In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	WESTHILL REALISATIONS LIMITED
Registered number ❷	S C 3 1 7 6 2 4
	Please enter the registered office address.
Building name/number	Peregrine House Peregrine Road
Street	Westhill Business Park
Post town	Westhill
County/Region	Aberdeenshire
Postcode	A B 3 2 6 J L
Country	Scotland
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of Scotland
Member state and registry ❹	

❶ **Merging company details**
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❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
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CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	@BALANCE UK LIMITED
Registered number ❷	0 5 9 6 0 1 1 0
	Please enter the registered office address.
Building name/number	Schlumberger House Buckingham Gate
Street	Gatwick Airport
Post town	West Sussex
County/Region	
Postcode	R H 6 0 N Z
Country	United Kingdom
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
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In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	3 D STABILISERS LIMITED
Registered number ❷	S C 1 3 5 8 7 8
	Please enter the registered office address.
Building name/number	Peregrine House Peregrine Road
Street	Westhill Business Park
Post town	Westhill
County/Region	Aberdeenshire
Postcode	A B 3 2 6 J L
Country	Scotland
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of Scotland
Member state and registry ❹	

❶ **Merging company details**
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Please give the registered number as it appears in the member state registry.

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Please enter the legal form and law which applies to the company.

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CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	AXSIA HOWMAR LIMITED
Registered number ❷	0 0 9 6 1 7 9 2
Please enter the registered office address.	
Building name/number	100
Street	New Bridge Street
Post town	London
County/Region	
Postcode	E C 4 V 6 J A
Country	United Kingdom
Legal form and law ❸	Private Limited Company Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry where documents are kept.

In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	CAIRNTOUL WELL EQUIPMENT SERVICES LIMITED
Registered number ❷	S C 1 5 9 1 9 1
Please enter the registered office address.	
Building name/number	Millar & Bryce Limited
Street	Bonnington Bond
	2 Anderson Place
Post town	Edinburgh
County/Region	
Postcode	E H 6 5 N P
Country	Scotland
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of Scotland
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry *where documents are kept.*

In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	CAIRNWELL MANAGEMENT SERVICES LTD
Registered number ❷	S C 3 6 7 9 7 1
	Please enter the registered office address.
Building name/number	Millar & Bryce Limited
Street	Bonnington Bond
	2 Anderson Place
Post town	Edinburgh
County/Region	
Postcode	E H 6 5 N P
Country	Scotland
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of Scotland
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry where documents are kept.

In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	CAMERON PRODUCTS LIMITED
Registered number ❷	0 2 1 0 6 5 8 4

Please enter the registered office address.

Building name/number	100
Street	New Bridge Street
Post town	London
County/Region	
Postcode	E C 4 V 6 J A
Country	United Kingdom
Legal form and law ❸	Private Limited Company Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry where documents are kept.

In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	CAMERON TECHNOLOGIES UK LIMITED
Registered number ❷	0 3 4 4 0 9 6 4

Please enter the registered office address.

Building name/number	100
Street	New Bridge Street
Post town	London
County/Region	
Postcode	E C 4 V 6 J A
Country	United Kingdom
Legal form and law ❸	Private Limited Company Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry where documents are kept.

In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	CLEANCUT TECHNOLOGIES LIMITED
Registered number ❷	S C 2 1 1 7 5 1
	Please enter the registered office address.
Building name/number	Peregrine House Peregrine Road
Street	Westhill Business Park
Post town	Westhill
County/Region	Aberdeenshire
Postcode	A B 3 2 6 J L
Country	Scotland
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of Scotland
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each *additional merging company*.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry where documents are kept.

In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	INTERNATIONAL VALVES LIMITED
Registered number ❷	0 2 5 6 1 6 1 6
	Please enter the registered office address.
Building name/number	100
Street	New Bridge Street
Post town	London
County/Region	
Postcode	E C 4 V 6 J A
Country	United Kingdom
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry where documents are kept.

In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	ONESUBSEA PROCESSING UK LIMITED
Registered number ❷	S C 2 3 7 2 9 3
	Please enter the registered office address.
Building name/number	100
Street	Union Street
Post town	Aberdeen
County/Region	
Postcode	A B 1 0 1 Q R
Country	Scotland
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of Scotland
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry *where documents are kept.*

In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	PATHFINDER ENERGY SERVICES LIMITED
Registered number ❷	0 3 7 0 9 5 0 0
	Please enter the registered office address.
Building name/number	Schlumberger House Buckingham Gate
Street	Gatwick Airport
Post town	West Sussex
County/Region	
Postcode	R H 6 0 N Z
Country	United Kingdom
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry where documents are kept.

In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	SCHLUMBERGER EVALUATION AND PRODUCTION SERVICES (UK) LIMITED
Registered number ❷	0 0 5 4 8 6 8 0
	Please enter the registered office address.
Building name/number	Schlumberger House Buckingham Gate
Street	Gatwick Airport
Post town	West Sussex
County/Region	
Postcode	R H 6 0 N Z
Country	United Kingdom
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry where documents are kept.

In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

Please fill in the following details for **each** merging company (including UK companies).

Full company name	SEISMOGRAPH SERVICE (U.K.) LIMITED
Registered number ❷	0 1 5 7 9 3 7 8
	Please enter the registered office address.
Building name/number	Schlumberger House Buckingham Gate
Street	Gatwick Airport
Post town	West Sussex
County/Region	
Postcode	R H 6 0 N Z
Country	United Kingdom
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry where documents are kept.

In accordance with Regulation 12 of the Companies (Cross Border Mergers) Regulations 2007.

CB01 - continuation page

Notice of a cross border merger involving a UK registered company

Part 2 Merging company details ❶

*Please fill in the following details for **each** merging company (including UK companies).*

Full company name	JISKOOT LIMITED
Registered number ❷	0 1 8 3 4 9 4 3
	Please enter the registered office address.
Building name/number	100
Street	New Bridge Street
Post town	London
County/Region	
Postcode	E C 4 V 6 J A
Country	United Kingdom
Legal form and law ❸	Private Limited Company
	Incorporated under the laws of England and Wales
Member state and registry ❹	

❶ **Merging company details**
Please use a separate CB01 continuation page for details of each additional merging company.

❷ **Registered number**
Please give the registered number as it appears in the member state registry.

❸ **Legal entity and governing law**
Please enter the legal form and law which applies to the company.

❹ **Member state and registry**
For non-UK companies, please enter the name of the member state and the name and address of the registry *where documents are kept.*

P1034/18 Pet: Baker Jardine & Assoc Ltd & Ors for cross-border merger

Brodies LLP

05 October 2018 Lord Ericht

The Lord Ordinary, on the motion of the petitioners, allows the petition to be amended by deletion of the letters "BJA" where they appear in paragraph 2.3.2 and substitution therefor the letters "LE"; thereafter,

(i) appoints the petition to be intimated on the Walls of Court in common form of the petition by (i) Baker Jardine and Associates Limited; (ii) Data Marine Systems Limited; (iii) Lasalle Engineering (Holdings) Limited; (iv) M-I Swaco (UK) Limited; (v) Specialised Petroleum Services International (Holdings) Limited; (vi) Specialised Petroleum Services International Limited; (vii) Westhill Realisations Limited; (viii) 3 D Stabilisers Limited; (ix) Cairntoul Well Equipment Services Limited; (x) Cairnwell Management Services Limited; (xi) Cleancut Technologies Limited; (xii) OneSubsea Processing UK Limited; and (xiii) United Wire Limited (together, "the **Companies**") for an order certifying that they have completed properly the pre-merger acts and formalities for the proposed cross-border merger ("the **Merger**") (within the meaning of regulation 2(1) of The Companies (Cross-Border Mergers) Regulations 2007 ("the **Regulations**")) of the Companies, together with certain English companies and Libertador Holdings B.V, a company registered in the Netherlands, into Schlumberger UK Holdings Limited, a company incorporated in England ("**Schlumberger**") (the "**Petition**");

(ii) orders advertisement of the dependence of the Petition once in each of the Edinburgh Gazette and The Scotsman newspapers;

(iii) authorises any person claiming an interest to lodge Answers to the Petition, if so advised, within 21 days of the last of those advertisements;

(iv) orders that a meeting of the members of each of the Companies (the "**Meetings**") be summoned for the purpose of considering and, if thought fit, passing a resolution approving the draft terms of the Merger, a copy of which is produced (the "Common Draft Terms");

(v) authorises the board of directors of each of the Companies (or a duly appointed committee) (the "Directors") to fix the day, hour and place of the Meetings;

(vi) orders the Directors to give respectively at least 21 days' notice of the Meetings in the manner set out in paragraph (viii) of this prayer;

(vii) orders that notice of the Meetings need be given by post only to those members of, whose names are entered on the Register of Members of the relevant Company (the "Register") as at 6.00 p.m. on the day preceding the day on which the notice is posted;

(viii) orders that the notice of each Meeting to be given in terms of paragraph (vi) of this prayer should be sent accompanied by (a) the Common Draft Terms, and (b) the relevant

report of the Directors and of the director of Schlumberger drawn up, and adopted, in accordance with Regulation 8 of the Regulations;
(ix) orders that the quorum at each Meeting (or at any adjourned meeting) should be one member present in person; and to order that the notice of each Meeting should so specify;

(x) orders that voting on the resolution to be proposed at the Meetings should be by poll, which may be conducted as the Chairman of that meeting shall determine;

(xi) appoints Mark Higgins to act as chairman for each of Cairntoul Well Equipment Services Limited and Cairnwell Management Services Limited, whom failing Simon Smoker; and appoints Simon Smoker to act as chairman for each of the 11 remaining companies, whom failing David Marsh;

(xii) authorises the Chairman of each Meeting to adjourn that meeting to any other time or date and to any other place which he may determine, or indefinitely, where it appears to him that an adjournment is necessary for any reason;

(xiii) orders the Chairman of each Meeting to report to your Lordships the outcome of that meeting; and

(xiv) appoints John Stirling to be Reporter (the "Reporter") to the Process, and to remit to him to report on the facts and circumstances set out in the Petition and the regularity of the proceedings.

Baker McKenzie.

DRAFT TERMS OF MERGER

dated

14 SEPTEMBER 2018

by

SCHLUMBERGER UK HOLDINGS LIMITED

and

LIBERTADOR HOLDINGS B.V.

and

THE UK COMPANIES
(as defined herein)

Table of contents

1.	Definitions	3
2.	Merger by absorption	4
3.	Legal Form, Company Name, Registered Office, Governing Law and composition of the Board of Directors	5
4.	Share Exchange Ratio, Allotment of Shares, Measures in relation to the transfer of shares and Minority exit rights	6
5.	Participation in Profits, Rights or Restrictions attaching to Shares	6
6.	Accounting Reference Date	7
7.	Amounts or Benefits granted to Independent Expert or Directors	7
8.	Independent Expert's Report	7
9.	Articles of Association	7
10.	The likely effects of the Merger for Employees and Participation Rights	7
11.	Evaluation of Assets and Liabilities	8
12.	Accounts	8
13.	Consequences of the Merger for Tax Purposes	8
14.	The intentions with respect to the activities	8
15.	The intended composition of the Board of Directors of the Transferee	8
16.	Approval of the resolution to merge	9
Schedule 1		11
Articles of Association of the Transferee		11
Schedule 2		12
Part A - The UK Companies (Corporate Details)		12
Part B - The UK Companies (Shareholders, Consideration Shares and Security Information)		13

Draft Terms of Merger

These Terms are dated 14 SEPTEMBER 2018

Between

LIBERTADOR HOLDINGS B.V. a private company with limited liability organised and existing under the laws of the Netherlands, having its corporate seat in the Hague, the Netherlands, with office address at Parkstraat 83, 2514 JG, The Hague, the Netherlands and registered with the Trade Register of the Chamber of Commerce under number 54148936 (**"Libertador"**);

THE SEVERAL COMPANIES whose details are set out in Part A of Schedule 2 (together the **"UK Companies"**, and Libertador and the UK Companies together being the **"Transferors"**); and

SCHLUMBERGER UK HOLDINGS LIMITED a private company limited by shares incorporated under the laws of England and Wales, registered with the Registrar of Companies for England and Wales with registered number 01686572 and having its registered office at Schlumberger House, Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ, United Kingdom (the **"Transferee"**).

1. Definitions

In these Terms, unless the context otherwise requires or unless otherwise specified:

"Accounting Effective Time" means 00:01 pm GMT on the Accounting Reference Date;

"Accounting Reference Date" means 1 January 2019;

"Assets" means all of the assets of the Transferors as at the Effective Time;

"Companies House" means the Registrar of Companies in the United Kingdom;

"Consideration Shares" shall have the meaning ascribed to it in clause 2.6;

"Directive" means Directive 2005/56/EC of the European Parliament and of the Council of Ministers of 26 October 2005 on Cross-Border Mergers Of Limited Liability Companies as repealed and codified by Directive 2017/1132/EU;

"Dutch Regulations" means the Dutch Civil Code, in particular Title 7, sections 2, 3 and 3A of Book 2 of the Dutch Civil Code by which the Directive has been implemented in the Netherlands;

"Effective Date" means 1 January 2019 or such other date as may be agreed by the Merging Companies or fixed by order of the UK Courts;

"Effective Time" means the time at which the Merger becomes legally effective, being 00:01 pm GMT on the Effective Date;

"GMT" means Greenwich Mean Time;

"Independent Expert's Report" means a report prepared by an independent expert or statutory auditor to evaluate the proposed Merger, as provided for by Article 2:328 and 2:333g of the Dutch Regulations and Regulation 9 of the UK Regulations;

"Liabilities" means all of the liabilities of the Transferors as at the Effective Time;

"Merger" means the operation in which the Transferors are to be dissolved without going into liquidation, and on their dissolution transfer all of the Assets and Liabilities to the Transferee pursuant to the merger by absorption (as defined in regulation 2(2) of the UK Regulations) described in these Terms;

"Merging Companies" means each of the Transferors and the Transferee, and **"Merging Company"** shall be construed accordingly as the context requires;

"Pre-Merger Clearance Court Hearings" means the hearings at which the UK Courts would be requested to issue the relevant pre-merger clearance certificates in relation to the Merger;

"Schlumberger plc" means Schlumberger plc, a public limited company registered with the registrar of companies for England and Wales with registered number 01332348 and having its registered office at Schlumberger House, Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ, United Kingdom;

"Terms" means these terms of merger;

"UK Company Shareholders" means each of the parties listed in column (B) of Part B of Schedule 2, being the holders of the entire issued share capital of each of the UK Companies as at the date of these Terms, and Schlumberger plc to the extent it becomes a shareholder of any Merging Company prior to the date of the Pre-Merger Clearance Court Hearings;

"UK Courts" means the High Court of England and Wales and the Court of Session in Scotland; and

"UK Regulations" means The Companies (Cross-Border Mergers) Regulations 2007 (SI 2007/2974) by which the Directive has been implemented in the United Kingdom.

2. Merger by absorption

2.1 At the Effective Time, the Transferors will merge into the Transferee. The Merger shall have effect for accounting purposes as of the Accounting Effective Time.

2.2 The Merger shall be carried out in the manner provided for in Article 2(2)(a) of the Directive, Article 2:333 paragraph 2 of the Dutch Regulations (merger by absorption of a sister company) and Regulation 2(2) of the UK Regulations (merger by absorption).

2.3 As a consequence of the Merger, the ownership, title and possession of and responsibility for all of the Assets and the Liabilities will pass to the Transferee as a whole by operation of the Directive, the Dutch Regulations and the UK Regulations at the Effective Time and the Transferee will become entitled to the Assets and shall assume, carry out, perform and discharge the Liabilities from the Effective Time.

2.4 Following the completion of the Merger, the Transferors will be dissolved without going into liquidation.

2.5 Each Merging Company shall do, sign or execute, or procure to be done, signed or executed, all such other acts, deeds, documents and things as may be necessary or desirable in respect of the Merger and the transfer of the Assets and the Liabilities to the Transferee pursuant to these Terms.

2.6 Consideration for the transfer of the Assets and the Liabilities, in the form of ordinary shares of GBP 1.00 each in the share capital of the Transferee, shall be receivable by the UK Company Shareholders in the ratio as set out at column (D) of Part B of Schedule 2, which shall be applied to the current share capital of the UK Companies as at the Effective Time (the **"Consideration Shares"**). It is anticipated that the UK Company Shareholders will waive their rights to receive the Consideration Shares.

2.7 The shares in the capital of the Transferors shall be cancelled as a result of the Merger. No shares in the capital of the Transferors or assets of the Transferors are encumbered with a right of pledge or usufruct or any other form of security other than as listed at column (E) of Part B of Schedule 2 and all issued shares in the share capital of the Transferors have been

fully paid up. It is intended that the Merging Companies will take such steps as are required to ensure that and security rights granted, including but not limited to the security listed at column (E) of Part B of Schedule 2, will either be fully satisfied and released prior to the Effective Date, or if this is not possible, that the rights of the relevant security-holders will be otherwise satisfied or substituted by the Transferee following the Merger.

2.8 There are no non-voting shares and no shares which are not entitled to profits in the issued share capital of the Merging Companies. There are no shares of a specific class (except as specified in column (C) of Part B of Schedule 2) and no shares with a specific indication in the issued share capital of the Merging Companies.

2.9 *None of the Merging Companies has been dissolved, is in a state of bankruptcy or has applied* for a suspension of payments.

2.10 The Merging Companies reserve the right to remove any Transferor from the Merger process prior to the date of the Pre-Merger Clearance Court Hearings. Should one or more Transferors be removed from the Merger process, the remaining Transferors and the Transferee agree to continue with the Merger with such Transferors as remain and otherwise in accordance with the provisions described herein.

3. Legal Form, Company Name, Registered Office, Governing Law and composition of the Board of Directors

(Regulation 7(2)(a) of the UK Regulations and Article 2:308 paragraph 3 juncto 2:312 paragraph 2(a) and article 2:333(d)(a) of the Dutch Regulations)

3.1 The Transferee

(a) The Transferee is a private company limited by shares incorporated under and governed by the laws of England and Wales on 14 December 1982, under the name Woodlent Limited, changing its name to Geophysical Company of Norway (Holdings) Limited on 7 February 1983 and to Geco Holdings Limited on 1 October 1985, with registered number 01686572 and having its registered office at Schlumberger House Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ, United Kingdom.

(b) According to the register of members of the Transferee, the issued share capital of the Transferee is GBP 84,640,928 divided into 84,640,928 shares of GBP 1.00, fully paid and held entirely by Schlumberger plc.

(c) As at the date hereof, the members of the board of directors of the Transferee are as follows:

(i) David Marsh; and

(ii) Simon Smoker.

3.2 Libertador

(a) Libertador is a private company with limited liability incorporated under and governed by the laws of the Netherlands, incorporated on 20 December 2011, registered with the Trade Register held by the Chamber of Commerce under number 54148936 and having its corporate seat and registered office at Parkstraat 83, 2514 JG, the Hague, the Netherlands.

(b) The issued share capital of Libertador is EUR 18,000, divided into 18,000 shares with a nominal value of EUR 1.00 each, numbered 1 up to and including 18,000, fully paid and held entirely by Schlumberger plc.

(c) Libertador has no supervisory directors. As at the date hereof, the members of the board of directors of the Transferor are as follows:

(i) Eileen Hardell; and

(ii) Wim Emiel Alice Janssens.

3.3 The UK Companies

(a) The UK Companies' corporate details as at the date hereof are as set out at Part A of Schedule 2.

(b) Prior to the date of the Pre-Merger Clearance Court Hearings, it is intended that the UK Companies which have the Transferee as their sole shareholder as at the date of these Terms will issue one ordinary share to Schlumberger Plc, so that such companies shall not be wholly-owned subsidiaries of the Transferee on the date of the Pre-Merger Clearance Court Hearings. It is anticipated that there may also be further changes to the share capital of the UK Companies prior to the date of the Pre-Merger Clearance Court Hearings.

4. Share Exchange Ratio, Allotment of Shares, Measures in relation to the transfer of shares and Minority exit rights

(Regulation 7(2)(b) and (c) of the UK Regulations and Article 2:308 paragraph 3 juncto Article 2:312 paragraph 2(g) and 2:326 paragraph 1(a), (e) and (f) of the Dutch Regulations)

4.1 As consideration for the transfer of the Assets and Liabilities, the Transferee shall allot the Consideration Shares to the UK Company Shareholders and the UK Company Shareholders shall have the right to be entered into the register of members of the Transferee as the holders of the Consideration Shares. The share exchange ratio is as set out in column (D) of Part B of Schedule 2. No payments will be made in cash. It is anticipated that the UK Company Shareholders will waive their rights to receive the Consideration Shares.

4.2 As the Merger will for Dutch purposes be effected as a simplified merger carried out pursuant Article 2:308 paragraph 3 taken with Article 2:311, paragraph 2 and Article 2:333 paragraph 2 of the Dutch Regulations, no shares shall be allotted and no other consideration shall be paid to its sole shareholder Schlumberger plc in respect of transfer of the Assets and Liabilities of Libertador to the Transferee.

4.3 Since Schlumberger plc is the sole shareholder of Libertador, there is no need to establish the amount of the compensation paid to shareholders that have voted against the Merger and wish to receive compensation in cash for their shares in Libertador, and of the maximum aggregate amount that can be paid as such compensation.

5. Participation in Profits, Rights or Restrictions attaching to Shares

(Regulation 7(2)(e) and (g) of the UK Regulations and Article 2:308 paragraph 3 juncto Article 2:326 paragraph 1(b) and (d) of the Dutch Regulations)

The rights attaching to the Consideration Shares shall be the same in all respects as those attaching to the shares of the Transferee currently held by Schlumberger plc. The Consideration Shares shall have no special rights or restrictions attached to them. The Consideration Shares will entitle the holders to participate in the profits of the Transferee from the Effective Time. None of the Transferors have issued shares without voting rights or without a right to profits.

6. **Accounting Reference Date**

(Regulation 7(2)(f) of the UK Regulations and Article 2:308 paragraph 3 juncto 2:312 paragraph 2(f) of the Dutch Regulations)

For accounting purposes, all transactions of all of the Transferors will be deemed to have been made for the account of the Transferee as from the Accounting Reference Date in the UK and the Netherlands.

7. **Amounts or Benefits granted to Independent Expert or Directors**

(Regulation 7(2)(h) of the UK Regulations and Article 2:308 paragraph 3 juncto Article 2:312 paragraph 2(d) of the Dutch Regulations)

No amounts or benefits will be granted, paid or given by the Merging Companies to any independent experts or statutory auditors investigating the terms of the present Terms, to any of the directors entrusted with the management and control over the Merging Companies or to anyone else involved in the Merger.

8. **Independent Expert's Report**

(Regulation 9 of the UK Regulations and Article 2:308 paragraph 3 taken with 2:333 paragraph 2 juncto Article 2:328 of the Dutch Regulations)

8.1 Pursuant to Regulation 9(1)(c) of the UK Regulations, there is no requirement to obtain an Independent Expert's Report where every shareholder of every Merging Company agrees that such a report is not required. The UK Company Shareholders and Schlumberger plc, which are or will be at the relevant time the shareholders of all of the Merging Companies in the UK, have agreed to waive the requirement for an Independent Expert Report to be obtained.

8.2 Pursuant to Article 2:308 paragraph 3 taken with 2:333 paragraph 2 juncto 2:328 of the Dutch Regulations, there is no requirement to obtain an Independent Expert's Report where the Merger is a merger by absorption of a sister company and no shares will be allotted or other consideration will be payable to the shareholder of the transferor company pursuant to the terms of merger.

9. **Articles of Association**

(Regulation 7(2)(i) of the UK Regulations and Article 2:308 paragraph 3 juncto Article 2:312 paragraph 2(b) of the Dutch Regulations)

The Articles of Association of the Transferee are attached as Schedule 1 to these Terms and shall remain unchanged upon the Merger.

10. **The likely effects of the Merger for Employees and Participation Rights**

(Regulation 7(2)(d) and 7(2)(j) of the UK Regulations and Article 2:333d(b) and (c) of the Dutch Regulations)

10.1 As at the date of these Terms, the Transferee has no employees and the Transferors each have no employees.

10.2 None of the Merging Companies has employed any employee during the period of six months before the publication of these Terms or has a system of employee participation in force. No works council, co-determined supervisory board or any other employee representation body has been established at any of the Merging Companies.

10.3 It is not anticipated that the Merger will have any negative impact on employment in the Merging Companies.

10.4 Article 16 of the Directive regarding employee participation rights and the provisions of Part 4 of the UK Regulations and/or Article 2:333k of the Dutch Regulations have not been triggered by the Merger.

11. Evaluation of Assets and Liabilities

(Regulation 7(2)(k) of the UK Regulations and Article 2:333d(d) and (e) of the Dutch Regulations)

The Assets and the Liabilities that transfer to the Transferee in the course of the Merger, will transfer at book value for UK and Dutch accounting purposes, to be determined by reference to the amount stated in the unaudited interim accounts of the Transferors as at 31 July 2018 for the UK Companies and as at 9 August 2018 for Libertador.

12. Accounts

(Regulation 7(2)(l) of the UK Regulations and Regulation Article 2:333d(d) of the Dutch Regulations)

12.1 For the purposes of preparing these Terms:

(a) the Transferee has used its annual audited accounts for the year ending 31 December 2017; and

(b) the Transferors have used:

(i) their annual audited accounts for the year ending 31 December 2017;

(ii) draft annual accounts for the year ending 31 December 2017 where audited accounts are required but are in the process of being finalised as at the date of these Terms; or

(iii) unaudited accounts for the year ending 31 December 2017 where no audit is required.

13. Consequences of the Merger for Tax Purposes

The Merger is not expected to have any material adverse tax consequences for either of the Merging Companies.

14. The intentions with respect to the activities

(Article 2:308 paragraph 3 taken with 2:312 paragraph 2(h) of the Dutch Regulations)

The activities of each of the Transferors (if any) will be continued by the Transferee.

15. The intended composition of the Board of Directors of the Transferee

(Article 2:308 paragraph 3 taken with 2:312 paragraph 2(e) of the Dutch Regulations)

The Transferee has no supervisory directors. As at the date hereof, the members of the board of directors of the Transferee are as follows:

(i) David Marsh; and

(ii) Simon Smoker.

There is no intention to change the composition of the board of directors of the Transferee in connection to the Merger.

16. Approval of the resolution to merge

(Article 2:308 paragraph 3 taken with 2:312 paragraph 2(i) of the Dutch Regulations)

The shareholders of the Merging Companies have indicated their consent to the intended Merger and the resolution to merge will be passed at a shareholders' meeting of each of the Transferee and the Transferors. There are no additional requirements for approval of the Merger imposed on the Merging Companies pursuant to their constitutional documents and/or UK and Netherlands law.

The board of directors of each of the Merging Companies has indicated their adoption of these Terms by signing below

[*Signature pages begin on the following page*]

For and on behalf of **SCHLUMBERGER UK HOLDINGS LIMITED**

Name: Simon Smoker)
Director)

Name: David Marsh)
Director)

For and on behalf of **LIBERTADOR HOLDINGS B.V.**

Name: Eileen Hardell)
Director)

Name: Wim Emiel Alice Janssens)
Director)

For and on behalf of **BAKER JARDINE AND ASSOCIATES LIMITED**

Name: David Marsh **Director**	))	
Name: Simon Smoker **Director**	))	

For and on behalf of **DATA MARINE SYSTEMS LIMITED**

Name: David Marsh)
Director)

Name: Simon Smoker)
Director)

For and on behalf of **INSENSYS OIL AND GAS LIMITED**

Name: David Marsh)
Director)

Name: Simon Smoker)
Director)

For and on behalf of **LASALLE ENGINEERING (HOLDINGS) LIMITED**

Name: David Marsh **Director**	))	

Name: Simon Smoker **Director**	))	

For and on behalf of **M-I SWACO (UK) LIMITED**

Name: David Marsh)
Director)

Name: Simon Smoker)
Director)

For and on behalf of **NETWORK OF EXCELLENCE IN TRAINING LIMITED**

Name: David Marsh **Director**	))	

Name: Simon Smoker **Director**	))	

For and on behalf of **ROCK DEFORMATION RESEARCH LIMITED**

Name: David Marsh)
Director)

Name: Simon Smoker)
Director)

For and on behalf of **ROCK DEFORMATION RESEARCH LIMITED**

Name: David Marsh)
Director)

Name: Patrice Hellouin de Cenival)
Director)

Name: Simon Smoker)
Director)

For and on behalf of SCHLUMBERGER SIS LIMITED

Name: David Marsh)
Director)

Name: Simon Smoker)
Director)

For and on behalf of **SEISMOGRAPH SERVICE (ENGLAND) LIMITED**

Name: David Marsh **Director**	))	

Name: Simon Smoker **Director**	))	

For and on behalf of **SEISMOGRAPH SERVICE LIMITED**

Name: David Marsh)
Director)

Name: Simon Smoker)
Director)

For and on behalf of **SPECIALISED PETROLEUM SERVICES INTERNATIONAL (BRANCH) LIMITED**

Name: David Marsh)
Director)

Name: Simon Smoker)
Director)

For and on behalf of SPECIALISED PETROLEUM SERVICES INTERNATIONAL (HOLDINGS) LIMITED

Name: David Marsh)
Director)

Name: Simon Smoker)
Director)

For and on behalf of **SPECIALISED PETROLEUM SERVICES INTERNATIONAL LIMITED**

Name: David Marsh)
Director)

Name: Simon Smoker)
Director)

For and on behalf of SPT GROUP LIMITED

Name: David Marsh **Director**	))	
Name: Patrice Hellouin De Cenival **Director**	))	
Name: Simon Smoker **Director**	))	

For and on behalf of SPT Group Limited

Name: David Marsh)
Director)

Name: Patrice Hellouin de Cenival)
Director)

Name: Simon Smoker)
Director)

For and on behalf of **WESTHILL REALISATIONS LIMITED**

Name: David Marsh)
Director)

Name: Simon Smoker)
Director)

For and on behalf of **@BALANCE UK LIMITED**

Name: David Marsh)
Director)

Name: Gwenola Jacqueline Stephanie Boyault)
Director)

Name: Simon Smoker)
Director)

For and on behalf of @BALANCE UK LIMITED

Name: David Marsh)
Director)

Name: Gwenola Jacqueline Stephanie Boyault)
Director)

Name: Simon Smoker)
Director)

For and on behalf of **3 D STABILISERS LIMITED**

Name: David Marsh
Director)
)

Name: Gwenola Jacqueline Stephanie Boyault)
Director)
)

Name: Simon Smoker
Director)
)

For and on behalf of 3 D STABILISERS LIMITED

Name: David Marsh)
Director)

Name: Gwenola Jacqueline Stephanie Boyault)
Director)

Name: Simon Smoker)
Director)

For and on behalf of **AXSIA HOWMAR LIMITED**

Name: MARK ROMAN HIGGINS)
Director)

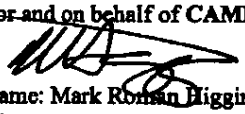
For and on behalf of **CAIRNTOUL WELL EQUIPMENT SERVICES LIMITED**

Name: MARK ROMAN HIGGINS)
Director)

For and on behalf of **CAIRNWELL MANAGEMENT SERVICES LTD**

Name: MARK ROMAN HIGGINS)
Director)

For and on behalf of **CAMERON PRODUCTS LIMITED**



Name: Mark Roman Higgins)
Director)

Name: Michael John Smart)
Director)

For and on behalf of CAMERON PRODUCTS LIMITED

Name: Mark Roman Higgins	)
Director	)
Name: Michael John Smart	)
Director	)

For and on behalf of CAMERON TECHNOLOGIES UK LIMITED

Name: MARK ROMAN HIGGINS)
Director)

For and on behalf of **CLEANCUT TECHNOLOGIES LIMITED**

Name: David Marsh)
Director)

Name: Simon Smoker)
Director)

For and on behalf of INTERNATIONAL VALVES LIMITED

Name: MARK ROMAN HIGGINS)
Director)

For and on behalf of ONESUBSEA PROCESSING UK LIMITED

Name: Simon Walter McCloud)
Director)

Name: Simon Smoker)
Director)

For and on behalf of **ONESUBSEA PROCESSING UK LIMITED**

Name: Simon Smoker **Director**	))	

Name: Simon Walter McCloud **Director**	))

For and on behalf of **PATHFINDER ENERGY SERVICES LIMITED**

Name: David Marsh)
Director)

Name: Gwenola Jacqueline Stephanie Boyault)
Director)

Name: Simon Smoker)
Director)

For and on behalf of PATHFINDER ENERGY SERVICES LIMITED

Name: David Marsh)
Director)

Name: Gwenola Jacqueline Stephanie Boyault)
Director)

Name: Simon Smoker)
Director)

For and on behalf of **SCHLUMBERGER EVALUATION AND PRODUCTION SERVICES (UK) LIMITED**

Name: David Marsh)
Director)

Name: Simon Smoker)
Director)

For and on behalf of **SEISMOGRAPH SERVICE (U.K.) LIMITED**

Name: David Marsh)
Director)

Name: Simon Smoker)
Director)

For and on behalf of **UNITED WIRE LIMITED**

Name: David Marsh)
Director)

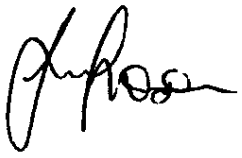
Name: Robert Ian Thomson)
Director)

Name: Simon Smoker)
Director)

For and on behalf of UNITED WIRE LIMITED

Name: David Marsh)
Director)

Name: Robert Ian Thomson)
Director)



Name: Simon Smoker)
Director)

For and on behalf of JISKOOT LIMITED

Name: Mark Roman Higgins)
Director)

Name: Michael John Smart)
Director)

Name: Mark Anthony Jiskoot)
Director)

For and on behalf of JISKOOT LIMITED

Name: Mark Roman Higgins	)	
Director	)	
Name: Michael John Smart	)	
Director	)	
Name: Mark Anthony Jiskoot	)	
Director	)	

For and on behalf of JISKOOT LIMITED

Name: Mark Roman Higgins)
Director)

Name: Michael John Smart)
Director)

Name: Mark Anthony Jiskoot)
Director)

Schedule 1

Articles of Association of the Transferee

Company No 1686572

CERTIFIED TRUE COPY

Pauline Droy
Company Secretary

PRIVATE COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

of

SCHLUMBERGER UK HOLDINGS LIMITED

(adopted by special resolution passed on *31 October 2012*)

Schlumberger Secretariat
Schlumberger Plc
Victory House
Churchill Court
Crawley
West Sussex RH10 9LU

PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1	Exclusion of model articles	1
2	Definitions and interpretation	1
3	Liability of members	3

PART 2
DIRECTORS
DIRECTORS' POWERS AND RESPONSIBILITIES

4	Directors' general authority	3
5	Members' reserve power	3
6	Directors may delegate	3
7	Committees	4

DECISION-MAKING BY DIRECTORS

8	Directors to take decisions collectively	4
9	Calling a directors' meeting	4
10	Participation in directors' meetings	5
11	Quorum for directors' meetings	5
12	Meetings where total number of directors less than quorum	5
13	Chairing of directors' meetings	6
14	Voting at directors' meetings general rules	6
15	Casting vote	6
16	Alternates voting at directors' meetings	7
17	Authorising conflicts of interest	7
18	Accountability of remuneration and benefits	8
19	Meetings and conflicts of interest	9
20	Proposing directors' written resolutions	10
21	Adoption of directors' written resolutions	11
22	Directors' discretion to make further rules	11

APPOINTMENT OF DIRECTORS

23	Methods of appointing directors	11
24	Termination of director's appointment	12
25	Directors' remuneration	13
26	Directors' expenses	13

ALTERNATE DIRECTORS

27	Appointment and removal of alternates	13
28	Rights and responsibilities of alternate directors	14
29	Termination of alternate directorship	15

PART 3
SHARES AND DISTRIBUTIONS
ISSUE OF SHARES

30 All shares to be fully paid up 15
31 Powers to issue shares 15

INTERESTS IN SHARES

32 Company not bound by less than absolute interests . 16
33 Share certificates . . . 16
34 Replacement share certificates . . 17

TRANSFER AND TRANSMISSION OF SHARES

35 Share transfers . . 18
36 Transmission of shares . 18
37 Exercise of transmittees' rights . . . 19
38 Transmittees bound by prior notices 20

CONSOLIDATION OR DIVISION OF SHARES

39 Shares resulting from a sub-division . 20
40 Procedure for disposing of fractions of shares . 20

DIVIDENDS AND OTHER DISTRIBUTIONS

41 Procedure for declaring dividends . . 21
42 Calculation of dividends . . 22
43 Payment of dividends and other distributions . . 22
44 No interest on distributions . . . 23
45 Unclaimed distributions . . 23
46 Non-cash distributions . 23
47 Waiver of distributions . 24

CAPITALISATION OF PROFITS

48 Authority to capitalise and appropriation of capitalised sums 24

PART 4
DECISION-MAKING BY MEMBERS
ORGANISATION OF GENERAL MEETINGS

49 Attendance and speaking at general meetings . . 25
50 Quorum for general meetings . 26
51 Chairing general meetings . . . 26
52 Attendance and speaking by directors and non-members . . 26
53 Adjournment 27

VOTING AT GENERAL MEETINGS

54 Voting general . 28
55 Errors and disputes 29
56 Poll votes . 29
57 Procedure on a poll . . . 30
58 Content of proxy notices 30
59 Delivery of proxy notices . 31

60	Amendments to resolutions	32
	APPLICATION OF RULES TO CLASS MEETINGS	
61	Class meetings	33
	PART 5	
	ADMINISTRATIVE ARRANGEMENTS	
62	Means of communication to be used	33
63	Company seals	34
64	No right to inspect accounts and other records	35
65	Provision for employees on cessation of business	35
66	Authentication of documents	35
	DIRECTORS' INDEMNITY AND INSURANCE	
67	Indemnity	35
68	Insurance	37

PRIVATE COMPANY LIMITED BY SHARES
NEW
ARTICLES OF ASSOCIATION
OF
SCHLUMBERGER UK HOLDINGS LIMITED
(Company No 1686572)
(Adopted by special resolution passed on *31 October 2012*)

PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1 EXCLUSION OF MODEL ARTICLES

No articles set out in any statute or other instrument having statutory force apply to the company and the following are the company's articles of association

2 DEFINITIONS AND INTERPRETATION

2 1 Definitions

In the articles

"address", in relation to a communication made by electronic means, includes any number or address used for the purposes of that communication,

"alternate" or **"alternate director"** has the meaning given in article 27,

"appointor" has the meaning given in article 27,

"articles" means the company's articles of association,

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

"chairman" has the meaning given in article 13,

"chairman of the meeting" has the meaning given in article 51,

"Companies Act 2006" means the Companies Act 2006 including any statutory re-enactment or modification from time to time in force,

"Companies Acts" means the Companies Acts (as defined in s2 Companies Act 2006), in so far as they apply to the company,

"conflict of interest" has the meaning given in article 17,

"director" means a director of the company, and includes any person occupying the position of director, by whatever name called,

"distribution recipient" has the meaning given in article 43,

"document" includes, unless otherwise specified, any document sent or supplied in electronic form,

"electronic form" has the meaning given in s1168 Companies Act 2006,

"electronic means" has the meaning given in s1168 Companies Act 2006,

"fully paid", in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company,

"hard copy form" has the meaning given in s1168 Companies Act 2006,

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares,

"instrument" means a document in hard copy form,

"member" has the meaning given in s112 Companies Act 2006,

"ordinary resolution" has the meaning given in s282 Companies Act 2006,

"paid" means paid or credited as paid,

"participate", in relation to a directors' meeting, has the meaning given in article 10,

"permitted cause" has the meaning given in article 19,

"proxy notice" has the meaning given in article 58,

"proxy notification address" has the meaning given in article 59,

"qualifying person" has the meaning given in s318 Companies Act 2006,

"shares" means shares in the company,

"signed", in relation to anything in electronic form, includes authentication in such manner as the directors may decide,

"special resolution" has the meaning given in s283 Companies Act 2006,

"subsidiary" has the meaning given in s1159 Companies Act 2006,

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law, and

"written" or **"writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

2 2 **Companies Act 2006 definitions**

Unless stated otherwise, other words or expressions contained in the articles bear the same meaning as in the Companies Act 2006

3 LIABILITY OF MEMBERS

The liability of the members is limited to the amount, if any, unpaid on the shares held by them

PART 2
DIRECTORS
DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company

5. MEMBERS' RESERVE POWER

5 1 Members' directions

The members may, by special resolution, direct the directors to take, or refrain from taking, specified action

5 2 Validity of directors' prior actions

No such special resolution invalidates anything which the directors have done before the passing of the resolution

6 DIRECTORS MAY DELEGATE

6 1 Scope of delegation

Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles

(a) to such person or to such committee (consisting of one or more directors),

(b) by such means (including by power of attorney),

(c) to such an extent,

(d) in relation to such matters or territories, and

(e) on such terms and conditions,

as they decide

6 2 Further delegation

If the directors so specify, any delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

6 3 Revocation and alteration of delegated power

The directors may revoke any delegation in whole or part, or alter its terms and conditions

7 COMMITTEES

7 1 Committee procedures

Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors

7 2 Directors' power to make procedural rules

The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them

DECISION-MAKING BY DIRECTORS

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

Decisions of the directors may be taken

(a) at a directors' meeting, or

(b) in the form of a directors' written resolution,

but, if the company only has one director and no provision of the articles requires it to have more than one director, the director may take decisions without regard to any provisions of the articles relating to directors' decision making

9 CALLING A DIRECTORS' MEETING

9 1 Power to call directors' meetings

Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give that notice

9 2 Contents of notice

Notice of any directors' meeting must indicate

(a) its proposed date and time,

(b) where it is to take place, and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

9 3 Notice to each director

Notice of a directors' meeting must be given to each director, but need not be in writing

9 4 Waiver of entitlement to notice

Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company

before, on or after the date on which the meeting is held Where the notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

10 PARTICIPATION IN DIRECTORS' MEETINGS

10 1 Participation conditions

Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when

(a) the meeting has been called and takes place in accordance with the articles, and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

10 2 Irrelevant matters

In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other

10 3 Deciding on place of meeting

If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

11 QUORUM FOR DIRECTORS' MEETINGS

11 1 Quorum before voting

At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

11 2 Fixing of quorum

The quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless otherwise fixed it is two

12 MEETINGS WHERE TOTAL NUMBER OF DIRECTORS LESS THAN QUORUM

12 1 Application

This article applies where the total number of directors for the time being is less than the quorum for directors' meetings

12 2 Action if one director

If there is only one director, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so

12 3 Action if more than one director

If there is more than one director

(a) a directors' meeting may take place, if it is called in accordance with the articles and at least two directors participate in it, with a view to appointing sufficient directors to make up a quorum or calling a general meeting to do so, and

(b) if a directors' meeting is called but only one director attends at the appointed date and time to participate in it, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so

13 CHAIRING OF DIRECTORS' MEETINGS

13 1 Appointment of chairman

The directors may appoint a director to chair their meetings

13 2 Appointed person called chairman

The person so appointed for the time being is known as the chairman

13 3 Termination of chairman's appointment

The directors may terminate the chairman's appointment at any time

13 4 Alternative chairman

If the chairman is not participating in a directors' meeting within 10 minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

14 VOTING AT DIRECTORS' MEETINGS: GENERAL RULES

14 1 Decisions at directors' meetings

Subject to the articles, a decision is taken at a directors' meeting by a majority of the votes of the participating directors

14 2 Number of votes

Subject to the articles, each director participating in a directors' meeting has one vote

15 CASTING VOTE

15 1 Chairman's casting vote

If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote

15 2 Exception

But article 15 1 does not apply if, in accordance with the articles, the chairman or other director chairing the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes

16 ALTERNATES VOTING AT DIRECTORS' MEETINGS

A director who is also an alternate director has an additional vote on behalf of each appointor who is

(a) not participating in a directors' meeting, and

(b) would have been entitled to vote if they were participating in it

17 AUTHORISING CONFLICTS OF INTEREST

17 1 Directors' power to authorise conflicts of interest

The directors may, in accordance with this article, authorise a matter proposed to them which would, if not authorised, involve a breach by a director of his or her duty under s175 Companies Act 2006 to avoid a situation in which he or she has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the company's interests

17.2 Interpretation

A reference in the articles to a **"conflict of interest"** includes a conflict of interest and duty and a conflict of duties

17 3 Authorisation in accordance with Companies Act 2006

An authorisation referred to in article 17 1 is effective only if it is given in accordance with the requirements of the Companies Act 2006

17 4 Authorisation by written resolution

In the case of an authorisation given by resolution in writing

(a) *the resolution must be signed by all the directors, and*

(b) the number of directors that sign the resolution (disregarding the director in question and any other director who has a direct or indirect interest in the matter being authorised) must be not less than the number required to form a quorum

17 5 Directors may prescribe terms of authorisation

The directors may

(a) authorise a matter pursuant to article 17 1 on such terms and for such duration, or impose such limits or conditions on it, as they may decide; and

(b) vary the terms or duration of such an authorisation (including any limits or conditions imposed on it) or revoke it

17 6 Examples of terms of authorisation

Any terms, limits or conditions imposed by the directors in respect of their authorisation of a director's conflict of interest or possible conflict of interest (whether given pursuant to article 17 1 or otherwise) may provide that

(a) if the relevant director has (other than through his or her position as director) information in relation to the relevant matter in respect of which he or she owes a duty of confidentiality to another person, he or she is not obliged to disclose that information to the company or to use or apply it in performing his or her duties as a director,

(b) the director is to be excluded from discussions in relation to the relevant matter whether at a meeting of the directors or any committee of directors or otherwise,

(c) the director is not to be given any documents or other information in relation to the relevant matter, and

(d) the director may or may not vote (or may or may not be counted in the quorum) at a meeting of the directors or any committee of directors in relation to any resolution relating to the relevant matter

17 7 No infringement of duty

A director does not infringe any duty which he or she owes to the company by virtue of ss171 to 177 Companies Act 2006 if that director acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of their authorisation of that director's conflict of interest or possible conflict of interest (whether given pursuant to article 17 1 or otherwise)

18 ACCOUNTABILITY OF REMUNERATION AND BENEFITS

18 1 Directors permitted to retain benefits from situational conflicts

A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration or other benefit which he or she derives from or in connection with a relationship involving a conflict of interest or possible conflict of interest which has been authorised by the directors (whether pursuant to article 17 1 or otherwise) or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation)

18 2 Directors permitted to retain benefits from transactional conflicts

If a director has disclosed to the directors the nature and extent of his or her interest (to the extent required by the Companies Act 2006) he or she is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration or other benefit which he or she derives from or in connection with

(a) being a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is interested or a body corporate in which the company is interested,

(b) acting (otherwise than as auditor) alone or through his or her organisation in a professional capacity for the company (and that director or his or her organisation is entitled to remuneration for professional services as if they were not a director), or

(c) being a director or other officer of, or employed by, or otherwise interested in, the company's subsidiaries or any other body corporate in which the company is interested

18 3 **No breach of statutory duty not to accept benefits from third parties**

A director's receipt of any remuneration or other benefit referred to in articles 18 1 or 18 2 does not constitute an infringement of his or her duty under s176 Companies Act 2006.

18 4 **Transaction not liable to be avoided**

A transaction or arrangement referred to in articles 18 1 or 18 2 is not liable to be avoided on the ground of any remuneration, benefit or interest referred to those articles

19 MEETINGS AND CONFLICTS OF INTEREST

19 1 **Participation of interested directors**

If a directors' meeting, or part of a directors' meeting, is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested then

(a) provided the director has declared the nature and extent of his or her interest to the other directors to the extent required by the Companies Act 2006, and

(b) subject to the terms imposed by any authorisation given by the directors (whether pursuant to article 17 1 or otherwise) or by the company in general meeting

that director is to be counted as participating in that meeting, or part of a meeting, for quorum purposes and he or she may vote at that meeting or part of a meeting

19 2 **Interpretation**

For the purposes of this article

(a) an interest of a person who is, for any purpose of the Companies Act 2006, **"connected with"** (within the meaning of s252 Companies Act 2006) a director is to be treated as an interest of the director, and

(b) in relation to an alternate director, an interest of his or her appointor is to be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise and without prejudice to his or her ability to vote in relation to that transaction or arrangement on behalf of another appointor who does not have such an interest

19 3 **Chairman's rulings**

Subject to article 19 4, if a question arises at a meeting of the directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive

19 4 **Questions regarding the chairman**

If any question as to the right to participate in the meeting (or part of the meeting) arises in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

19 5 **Directors voting on appointments**

If it is proposed to appoint two or more directors to offices or employments with the company or with any body corporate in which the company is interested or to fix or vary the terms of those appointments, the proposals must be divided and considered in relation to each director separately In that case, each of those directors (if not precluded from voting for another reason) may vote (and be counted in the quorum) in respect of each resolution except the resolution which relates to that director

20 **PROPOSING DIRECTORS' WRITTEN RESOLUTIONS**

20 1 **Proposal by a director**

Any director may propose a directors' written resolution

20 2 **Proposal by the company secretary**

The company secretary (if any) must propose a directors' written resolution if a director so requests

20.3 **Method of proposing**

A directors' written resolution is proposed by giving notice of the proposed resolution to the directors

20 4 **Content of notice**

Notice of a proposed directors' written resolution must indicate

(a) the proposed resolution, and

(b) the time by which it is proposed that the directors should adopt it

20 5 **Written notice to each director**

Notice of a proposed directors' written resolution must be given in writing to each director

20 6 **Adoption process**

Any decision which a person giving notice of a proposed directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith

21. ADOPTION OF DIRECTORS' WRITTEN RESOLUTIONS

21 1 When written resolution adopted

A proposed directors' written resolution is adopted when all the directors who would have been entitled to vote on the resolution at a directors' meeting have signed one or more copies of it, but only if those directors would have formed a quorum at such a meeting

21 2 Immateriality of signing time

It is immaterial whether any director signs the resolution before or after the time by which the notice proposed that it should be adopted

21 3 How resolution to be treated

Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles

21 4 Record of directors' written resolutions

The directors or the company secretary (if any) must ensure that the company keeps a record, in writing, of all directors' written resolutions for at least 10 years from the date of their adoption

22 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

APPOINTMENT OF DIRECTORS

23 METHODS OF APPOINTING DIRECTORS

23 1 How director appointed

Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director

(a) by ordinary resolution, or

(b) by a decision of the directors, or

(c) by notice in writing made in accordance with article 24 3

23 2 How director appointed if no members or directors

In any case where, as a result of death, the company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.

23 3 **Interpretation**

For the purposes of article 23 2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder

24 TERMINATION OF DIRECTOR'S APPOINTMENT

24 1 **When director's appointment terminates automatically**

A person ceases to be a director as soon as

(a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,

(b) a bankruptcy order is made against that person,

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts,

(d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,

(e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,

(f) notification is received by the company from the director that the director is resigning from office, and the resignation has taken effect in accordance with its terms, or

(g) that person and their alternate (if any) is absent from meetings of the directors for six successive months without the permission of the directors

24 2 **Company's power to appoint and remove directors**

The company in general meeting may appoint any person to be a director or remove any director from office

24 3 **Majority holder's power to appoint and remove directors**

The holder of at least 75% of the total voting rights of all members who have the right to vote at a general meeting may by notice in writing to the company signed by that holder appoint any person to be a director or remove any director from office

24 4 **Effect on service contract**

Any removal of a director pursuant to articles 24 2 or 24 3 is without prejudice to any claim the director may have for damages for breach of any service contract between that director and the company

25 DIRECTORS' REMUNERATION

25 1 Directors' services

Directors may perform any services for the company that the directors decide

25 2 Remuneration for services

Directors are entitled to such remuneration as the directors decide

(a) for their services to the company as directors, and

(b) for any other service which they perform for the company

25 3 Form of remuneration and other arrangements

Subject to the articles, a director's remuneration may take any form

25 4 Accrual of remuneration

Unless the directors decide otherwise, directors' remuneration accrues from day to day

25 5 Pensions, gratuities and insurance

The directors may make any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, or for or towards insurance to or in respect of any director or former director who is or was at any time in the employment or service of the company or any of the company's subsidiaries or any other body corporate in which the company is interested or any of their respective predecessors in business and that person's family and dependants

26 DIRECTORS' EXPENSES

The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at

(a) meetings of directors or committees of directors,

(b) general meetings, or

(c) separate meetings of the holders of any class of shares or of debentures of the company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company

ALTERNATE DIRECTORS

27 APPOINTMENT AND REMOVAL OF ALTERNATES

27 1 Appointment of alternates

Any director (the "**appointor**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

(a) exercise that director's powers, and

(b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor

27 2 **Method of appointing or removing an alternate**

Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors

27 3 **Notice requirements**

The notice must

(a) identify the person to be appointed or removed as an alternate, and

(b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

28 **RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

28 1 **Rights of alternate directors**

An alternate director has the same rights, in relation to a directors' meeting or directors' written resolution, as the alternate's appointor

28 2 **Status and responsibilities of alternate directors**

Except as the articles specify otherwise, alternate directors are

(a) deemed for all purposes to be directors,

(b) liable for their own acts and omissions,

(c) subject to the same restrictions as their appointors,

(d) not deemed to be agents of or for their appointors, and

(e) entitled to be indemnified by the company to the same extent as if they were directors

28 3 **Directors' meetings and written resolutions**

A person who is an alternate director but not a director

(a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and

(b) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor)

No alternate may be counted as more than one director for such purposes

28 4 **Remuneration**

An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except for that part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

29 **TERMINATION OF ALTERNATE DIRECTORSHIP**

An alternate director's appointment as an alternate terminates.

(a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

(b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,

(c) on the death of the alternate's appointor, or

(d) when the alternate's appointor's appointment as a director terminates

PART 3
SHARES AND DISTRIBUTIONS
ISSUE OF SHARES

30 **ALL SHARES TO BE FULLY PAID UP**

30 1 **Issue of only fully paid shares**

No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue

30 2 **Exception**

Article 30 1 does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum

31 **POWERS TO ISSUE SHARES**

31 1 **Power, rights and restrictions**

Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be decided by ordinary resolution (or, failing such a decision, as the directors, may decide)

31 2 **Directors' power to allot shares**

All new shares are under the control of the directors who may allot and dispose of or grant options over them to any persons, and on any terms and in any manner, as the directors decide

31 3 **Directors' power to allot shares when only one class of shares**

s550 Companies Act 2006 applies to the company while it only has one class of shares

31 4 **Exclusion of pre-emption rights**

ss561 and 562 Companies Act 2006 do not apply to any allotment by the company of equity securities

31 5 **Redeemable shares**

The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder The directors may decide the terms, conditions and manner of redemption of any of those shares and must do so before the shares are allotted

31 6 **Variation of rights**

The following events do not constitute a variation of the rights attached to any class or classes of shares unless the terms of issue of that class or those classes expressly provide otherwise or unless the provisions of the articles are not followed

(a) the issue of shares of any class in addition to shares of that class previously issued, or

(b) the creation or issue of shares of a different class to that class (in the case where there is only one class of shares in issue) or to those classes (in any case where there are more than one class of shares in issue) which rank equally with or behind that class or those classes

INTERESTS IN SHARES

32 **COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

Except as required by law and even when the company has notice, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way bound by or may not recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it

33 **SHARE CERTIFICATES**

33 1 **Obligation to issue share certificates**

The company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds

33 2 **Content of certificates**

Every certificate must specify

(a) in respect of how many shares, of what class, it is issued,

(b) the nominal value of those shares,

(c) that the shares are fully paid up, and

(d) any distinguishing numbers assigned to them

33 3 **Certificate may only cover one class of shares**

No certificate may be issued in respect of shares of more than one class

33 4 **Only one certificate for joint holders**

If more than one person holds a share, only one certificate may be issued in respect of it

33 5 **Execution of certificates**

Certificates must

(a) have affixed to them the company's common seal, or

(b) be otherwise executed in accordance with the Companies Acts

34 **REPLACEMENT SHARE CERTIFICATES**

34 1 **Right to a replacement certificate**

If a certificate issued in respect of a member's shares is

(a) damaged or defaced, or

(b) said to be lost, stolen or destroyed,

that member is entitled to be issued with a replacement certificate in respect of the same shares

34 2 **Consequential rights and obligations**

A member exercising the right to be issued with a replacement certificate

(a) may at the same time exercise the right to be issued with a single certificate or separate certificates,

(b) must return the certificate which is to be replaced to the company if it is damaged or defaced, and

(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

TRANSFER AND TRANSMISSION OF SHARES

35 SHARE TRANSFERS

35 1 Form of share transfers

Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor

35 2 No fee

No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

35 3 Retention of share transfers

The company may retain any instrument of transfer which is registered

35 4 When transferor ceases to hold a share

The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it

35 5 Directors' power to refuse transfers

The directors may refuse to register the transfer of a share for any reason including if

(a) the transfer is not lodged at the company's registered office or such other place as the directors have appointed,

(b) the transfer is not accompanied by the certificate for the shares to which it relates, and such other evidence as the directors may reasonably require to show the transferor's right to make the transfer or the right of someone other than the transferor to make the transfer on the transferor's behalf,

(c) the transfer is in respect of more than one class of share, or

(d) the transfer is in favour of more than four transferees

35 6 Return of transfer instrument

If the directors refuse to register the transfer of a share, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

36 TRANSMISSION OF SHARES

36 1 Transmittee's title to shares

If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share

36 2 **No release from liabilities**

Nothing in the articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member

36 3 **Transmittee's rights**

A transmittee who produces such evidence of entitlement to shares as the directors may properly require

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had

36 4 **When certain rights may be exercised**

But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares

36 5 **Directors may give notice to transmittee**

The directors may

(a) at any time give notice requiring a transmittee to choose either to become the holder of a share or to have it transferred to another person, and

(b) (if the transmittee has not complied with the notice within 90 days starting on the day after it is given or such longer period as the directors may decide) withhold payment of all dividends or other money payable in respect of the share until the requirements of the notice have been complied with

37 **EXERCISE OF TRANSMITTEES' RIGHTS**

37 1 **How transmittee becomes a shareholder**

Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish

37 2 **How transmittee transfers a share**

If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it

37 3 **Effect of transfer executed by a transmittee**

Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

38 **TRANSMITTEES BOUND BY PRIOR NOTICES**

If a notice is given to a member in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the member before the transmittee's name has been entered in the register of members

CONSOLIDATION OR DIVISION OF SHARES

39 **SHARES RESULTING FROM A SUB-DIVISION**

Any resolution authorising the company to sub-divide its shares or any of them may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage or be subject to any restriction as compared with the others

40 **PROCEDURE FOR DISPOSING OF FRACTIONS OF SHARES**

40 1 **Application**

This article applies where

(a) there has been a consolidation or division of shares, and

(b) as a result, members are entitled to fractions of shares

40 2 **Directors' powers**

The directors may

(a) sell the shares representing the fractions to any person including the company for the best price reasonably obtainable,

(b) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and

(c) distribute the net proceeds of sale in due proportion among the holders of the shares

40 3 **Distribution to a charity**

Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure decided by the directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland

40 4 **Transferee's obligations**

The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions

40 5 **Irregularities**

The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

DIVIDENDS AND OTHER DISTRIBUTIONS

41 PROCEDURE FOR DECLARING DIVIDENDS

41 1 Power to declare or pay dividends

The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends

41 2 Directors' recommendation as to amount

A dividend must not be declared unless the directors have made a recommendation as to its amount Such a dividend must not exceed the amount recommended by the directors

41 3 Shareholders' rights

No dividend may be declared or paid unless it is in accordance with members' respective rights

41 4 Basis of calculating dividends

Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it

41 5 Payment of interim dividends

If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear

41 6 Fixed rate dividends

The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment

41 7 Entitlement to a dividend

The person entitled to any dividend is the holder of the share on the date decided by

(a) the resolution declaring the dividend in respect of that share, or

(b) (in the case of any interim dividend) the directors.

41 8 Directors' liability

If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may incur by the lawful payment of an interim dividend on shares with deferred or non-preferred rights

42 CALCULATION OF DIVIDENDS

42 1 How dividends calculated

Except as otherwise provided by the articles or the rights attached to shares, all dividends must be

(a) declared and paid according to the amounts paid up on the shares on which the dividend is paid, and

(b) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid

42 2 Ranking for dividends

If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly

42 3 No account taken of advanced payments

For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount

43 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

43 1 Methods of payment

Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,

(b) sending a cheque made payable to the distribution recipient by post

(i) to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or

(ii) (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,

(c) sending a cheque made payable to such person by post to that person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or

(d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide

43 2 Definition of "distribution recipient"

In the articles, **"distribution recipient"** means, in respect of a share in respect of which a dividend or other sum is payable

(a) the holder of the share,

(b) if the share has two or more joint holders, whichever of them is named first in the register of members, or

(c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee

44 NO INTEREST ON DISTRIBUTIONS

The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by

(a) the terms on which the share was issued, or

(b) the provisions of another agreement between the holder of that share and the company

45 UNCLAIMED DISTRIBUTIONS

45 1 Use of unclaimed distributions

All dividends or other sums which are

(a) payable in respect of shares, and

(b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the company until claimed

45 2 Company not a trustee

The payment of such a dividend or other sum into a separate account does not make the company a trustee in respect of it

45 3 Forfeiture of unclaimed distributions

If

(a) 12 years have passed from the date on which a dividend or other sum became due for payment, and

(b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company

46 NON-CASH DISTRIBUTIONS

46 1 Power to make non-cash distributions

Subject to the terms of issue of a share, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other

distribution payable in respect of the share by transferring non-cash assets of equivalent value (including shares or other securities in any company)

46 2 **Directors' powers to make arrangements**

For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

(a) fixing the value of any assets,

(b) paying cash to any distribution recipient on the basis of that value to adjust the rights of recipients, and

(c) vesting any assets in trustees

47 **WAIVER OF DISTRIBUTIONS**

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect But if

(a) the share has more than one holder, or

(b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share

CAPITALISATION OF PROFITS

48 **AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

48 1 **Directors' capitalisation and appropriation powers**

Subject to the articles, the directors may, if they are so authorised by an ordinary resolution

(a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve, and

(b) appropriate any sum which they so decide to capitalise (a **"capitalised sum"**) to the persons who would have been entitled to it if it were distributed by way of dividend (the **"persons entitled"**) and in the same proportions

48 2 **Basis of application**

Capitalised sums must be applied

(a) on behalf of the persons entitled, and

(b) in the same proportions as a dividend would have been distributed to them

48 3 **New shares**

Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct

48 4 **New debentures**

A capitalised sum which has been appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct

48 5 **Directors' supplementary powers**

Subject to the articles, the directors may

(a) apply capitalised sums in accordance with article 48 3 and 48 4 partly in one way and partly in another,

(b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments), and

(c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article

PART 4
DECISION-MAKING BY MEMBERS
ORGANISATION OF GENERAL MEETINGS

49 **ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

49 1 **Ability to exercise a speaking right**

A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting

49 2 **Ability to exercise a voting right**

A person is able to exercise the right to vote at a general meeting when

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(b) that person's vote can be taken into account in determining whether or not those resolutions are passed at the same time as the votes of all the other persons attending the meeting

49 3 **Directors' power to make arrangements**

The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

49 4 **Immateriality of attending at different places**

In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other

49 5 **Attendance when at different places**

Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

50 **QUORUM FOR GENERAL MEETINGS**

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

51 **CHAIRING GENERAL MEETINGS**

51 1 **The chairman to chair general meetings**

If the directors have appointed a chairman, the chairman is entitled to chair general meetings if present and willing to do so

51 2 **Alternative chairman**

If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within 10 minutes of the time at which a meeting was due to start

(a) the directors present, or

(b) (if no directors are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

51 3 **Interpretation: chairman of the meeting**

The person chairing a meeting in accordance with this article is referred to as the **"chairman of the meeting"**

52 **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

52 1 **Directors' rights to attend and speak**

Directors may attend and speak at general meetings, whether or not they are members

52 2 **Non-members' rights to attend and speak**

The chairman of the meeting may permit other persons who are not

(a) members of the company, or

(b) otherwise entitled to exercise the rights of members in relation to general meetings,

to attend and speak at a general meeting

53 **ADJOURNMENT**

53 1 **Lack of quorum**

If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present

(a) the meeting is dissolved if the members or any of them required the meeting to be called or the members or any of them called the meeting, or

(b) otherwise

(i) the chairman of the meeting must adjourn it, and

(ii) if at the adjourned meeting a quorum is not present or ceases to be present, one qualifying person present is a quorum

53 2 **Chairman's power to adjourn**

The chairman of the meeting may adjourn a general meeting at which a quorum is present if

(a) the meeting consents to an adjournment, or

(b) it appears to the chairman of the meeting that an adjournment is necessary to

(i) protect the safety of any person attending the meeting,

(ii) ensure that the business of the meeting is conducted in an orderly manner, or

(iii) enable all the members present to take part in the debate and to vote

53 3 **Power of meeting to require adjournment**

The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

53 4 **Time, date and place of adjourned meeting**

When adjourning a general meeting, the chairman of the meeting must

(a) either specify the time, date and place to which it is adjourned or state that it is to continue at a time, date and place to be fixed by the directors, and

(b) have regard to any directions as to the time, date and place of any adjournment which have been given by the meeting

53 5 Notice of an adjourned meeting

If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)

(a) to the same persons to whom notice of the company's general meetings is required to be given, and

(b) containing the same information which that notice is required to contain

53 6 Business at an adjourned meeting

No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

54 VOTING: GENERAL

54 1 Voting methods

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles

54 2 Votes of members on a show of hands

On a show of hands, each member present in person has one vote

54 3 Votes of proxies on a show of hands

Each proxy present in person who has been duly appointed by one or more members entitled to vote on a resolution has one vote

54 4 Votes of proxies on a show of hands where multiple appointors

But each proxy present in person has one vote for and one vote against a resolution if the proxy has been duly appointed by more than one member entitled to vote on the resolution and

(a) the proxy has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it,

(b) the proxy has been instructed by one or more of those members to vote for the resolution and has been given any discretion by one or more other of those members to vote and the proxy exercises that discretion to vote against it, or

(c) the proxy has been instructed by one or more of those members to vote against the resolution and has been given any discretion by one or more other of those members to vote and the proxy exercises that discretion to vote for it

54 5 **Votes of corporate representatives on a show of hands**

Each duly authorised representative present in person of a member that is a *corporation has one vote*

54 6 **Votes on a poll**

On a poll, each member present in person or by proxy or (being a corporation) by a duly authorised representative has one vote for each share held by the member

54 7 **Interpretation**

But articles 54 2 to 54 6 are subject to any rights or restrictions attached to any shares

54 8 **A proxy's obligations to vote**

The company is entitled to assume without enquiry that a proxy has complied with any obligation to vote in accordance with instructions given by the member by whom the proxy is appointed The validity of anything done at a meeting is not affected by any failure by a proxy to comply with such an obligation

55 **ERRORS AND DISPUTES**

55 1 **Voting objections**

No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid

55 2 **Chairman to decide on voting objections**

Any objection permitted by article 55 1 must be referred to the chairman of the meeting, whose decision is final

56 **POLL VOTES**

56 1 **When a poll can be demanded**

A poll on a resolution may be demanded either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

56 2 **Who may demand a poll**

A poll may be demanded by

(a) the chairman of the meeting, and

(b) at least one member having the right to vote on the resolution

56 3 **Withdrawal of a demand for a poll**

A demand for a poll may be withdrawn if

(a) the poll has not yet been taken, and

(b) the chairman of the meeting consents to the withdrawal

57 PROCEDURE ON A POLL

57 1 Chairman's power

Subject to the articles, polls at general meetings must be taken when, where and in such manner as the chairman of the meeting directs.

57 2 Scrutineers

The chairman of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared

57 3 Poll result

The result of a poll is to be treated as the decision of the meeting in respect of the resolution on which the poll is demanded

57 4 Polls to be taken immediately

A poll on

(a) the election of the chairman of the meeting, or

(b) a question of adjournment,

must be taken immediately

57 5 Timing of other polls

Other polls must be taken within 30 days of their being demanded

57 6 Continuance of general meeting

A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded

57 7 When notice of poll not required

No notice need be given of a poll not taken immediately if the time, date and place at which it is to be taken are announced at the meeting at which it is demanded

57 8 Notice of a poll

In any other case, at least seven clear days' notice (that is, excluding the day on which the poll is to be taken and the day on which the notice is given) must be given specifying the time, date and place at which the poll is to be taken

58 CONTENT OF PROXY NOTICES

58 1 Content requirement

Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which

(a) states the name and address of the member appointing the proxy,

(b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,

(c) is signed by or on behalf of the member appointing the proxy, and

(d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate

58 2 **Form of proxy notices**

The directors may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

58 3 **Proxy voting**

Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

58 4 **Ancillary rights of proxies**

Unless a proxy notice indicates otherwise, it must be treated as

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

59 **DELIVERY OF PROXY NOTICES**

59 1 **Proxy notification address**

A notice of a general meeting must specify the address or addresses (each a "**proxy notification address**") at which the company will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or (unless the directors decide otherwise in relation to a specific general meeting) electronic form

59 2 **Rights of appointor**

A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person

59 3 **Delivery before a meeting or adjourned meeting**

Subject to article 59 4 and 59 5, a proxy notice must be delivered to a proxy notification address not less than 48 hours before the general meeting or adjourned meeting to which it relates

59 4 Delivery before a poll taken more than 48 hours after a demand

In the case of a poll taken more than 48 hours after it is demanded, the proxy notice must be delivered to a proxy notification address not less than 24 hours before the time appointed for the taking of the poll

59 5 Delivery before a poll taken in other cases

In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the proxy notice must be delivered

(a) in accordance with article 59 3, or

(b) at the meeting at which the poll was demanded to the chairman, secretary (if any) or any director

59 6 Calculating periods of time

In calculating the periods mentioned in article 59 3 and 59 4, no account is to be taken of any part of a day that is not a working day, unless the directors decide otherwise in relation to a specific general meeting

59 7 Revocation of proxy appointment

An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given to a proxy notification address

59 8 When revocation takes effect

A notice revoking a proxy appointment only takes effect if it is delivered before

(a) the start of the meeting or adjourned meeting to which it relates, or

(b) (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates

59 9 Supporting evidence

If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

60 AMENDMENTS TO RESOLUTIONS

60 1 Ordinary resolutions

An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

(a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may decide), and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

60 2 **Special resolutions**

A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

60 3 **Chairman's decisions**

If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

APPLICATION OF RULES TO CLASS MEETINGS

61 **CLASS MEETINGS**

The provisions of the articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of shares

PART 5
ADMINISTRATIVE ARRANGEMENTS

62 **MEANS OF COMMUNICATION TO BE USED**

62 1 **Communications by or to the company**

Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company

62 2 **Website communication by the company**

Subject to the articles, anything sent or supplied by the company (whether or not under the articles) may be sent or supplied by making it available on a website in accordance with the Companies Act 2006

62 3 **Members with no registered address in the United Kingdom**

A member who (having no registered address in the United Kingdom) has not supplied to the company an address within the United Kingdom for the service of documents and information is not entitled to receive any document or information from the company

62 4 **Deemed delivery of documents and information**

Subject to the articles, anything sent or supplied by the company (whether or not under the articles) is deemed to have been received by the intended recipient at the time when the Companies Act 2006 provides for it to have been deemed received by that person except that

(a) in calculating a period of hours for this purpose, it is immaterial whether a day is a working day or not, and

(b) if anything is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom and the company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the intended recipient on the day after the day on which it was posted (unless it was sent by second class post in which case it is deemed to have been received on the day next but one after it was posted)

62 5 **Joint holders**

In relation to documents or information to be sent or supplied to joint holders of shares, anything to be agreed or specified by all the joint holders may be agreed or specified by the joint holder whose name appears first in the register of members

62 6 **Communications to directors**

Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being

62 7 **Deemed receipt of communications to directors**

A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

63 **COMPANY SEALS**

63 1 **Directors must authorise use of seal**

Any common seal may only be used by the authority of the directors

63 2 **Directors to decide on use of seal**

The directors may decide by what means and in what form any common seal is to be used

63 3 **Affixing of seal**

Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature

63 4 **Who is an authorised person**

For the purposes of this article, an authorised person is·

(a) any director of the company,

(b) the company secretary (if any), or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied

64. **NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member

65 **PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary

66 **AUTHENTICATION OF DOCUMENTS**

Any director or the company secretary (if any) or any person appointed by the directors for the purpose may authenticate any documents which are required to be authenticated by the company

DIRECTORS' INDEMNITY AND INSURANCE

67 **INDEMNITY**

67 1 In this article 67, the expression "Indemnified Person" shall refer to every present and former director, alternate director, secretary or other officer or employee of the Company, including any Senior Accounting Officer appointed in accordance with Income & Corporation Taxes legislation, but excluding any present or former auditor

67 2 Subject to article 67 3 but without prejudice to any indemnity to which any Indemnified Person may otherwise be entitled, the directors of the Company may exercise the powers of the Company to indemnify any Indemnified Person against

a) all liabilities, costs, charges and expenses incurred by him in the execution and discharge of his duties to the Company and any associated company of the Company (as defined by the Companies Act 2006 for these purposes),

b) all liabilities, costs, charges and expenses incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged

to be done or omitted by him as a director, officer or employee of the Company or an associated company,

c) all liabilities, costs, charges and expenses incurred by him in appealing against any penalty assessed by HM Revenue & Customs or other regulatory body

67 3 Such indemnity shall not extend to any liability arising out of the fraud or dishonesty of the relevant Indemnified Person (or the obtaining of any personal profit or advantage to which the relevant Indemnified Person was not entitled) and no Indemnified Person shall be entitled to be indemnified for

a) any liability incurred by him to the Company or any associated company of the Company (as defined by the Act for these purposes),

b) any fine imposed in any criminal proceedings,

c) any sum payable to HM Revenue & Customs or other regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising,

d) any amount for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final,

e) any amount for which he has become liable in defending any civil proceedings brought by the Company or any associated company in which a final judgment has been given against him, and

f) any amount for which he has become liable in connection with any application under sections 661(3) or (4) or 1157 of the Companies Act 2006 in which the court refuses to grant him relief and such refusal has become final

67 4 Every Indemnified Person shall be provided with funds by the Company (directly or indirectly) to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a director, officer or employee of the Company or any associated company, provided that he will be obliged to repay such amount no later than

a) in the event that he is convicted in proceedings, the date when the conviction becomes final,

b) in the event of judgment being given against him in proceedings, the date when the judgment becomes final (except that such amount need not be repaid to the extent that the expenditure is recoverable under a valid indemnity given to him by the Company), or

c) in the event that the court refuses to grant him relief on any application under sections 661(3) or (4) or 1157 of the Companies Act 2006, the date when the refusal becomes final

68. INSURANCE

The Company shall have power to purchase and maintain for any Indemnified Person and for any director, secretary or other officer or employee of an associated company insurance against any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any associated company of the Company or otherwise in connection with his duties, powers or office

Schedule 2

Part A - The UK Companies (Corporate Details)

Country	Legal Entity/Company Name	Legal form of Company and law by which it is governed	Registered Office Address	Company Number	Directors and Officers	Incorporated with name	Incorporation Date	Change of company name
Scotland	BAKER JARDINE AND ASSOCIATES LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Peregrine House Peregrine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB32 6JL	SC095150	David Marsh (Director) Simon Smoker (Director and Secretary)	TYLERTONE LIMITED	18 September 1985	BAKER JARDINE AND ASSOCIATES LIMITED on 09 October 1985
Scotland	DATA MARINE SYSTEMS LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Peregrine House Peregrine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB32 6JL	SC111399	David Marsh (Director) Simon Smoker (Director and Secretary)	DEALMOTION LIMITED	06 June 1988	DATA MARINE SYSTEMS LIMITED on 18 August 1988
England	INSENSYS OIL AND GAS LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ	5961426	David Marsh (Director) Simon Smoker (Director and Secretary)	SHOO 273 LIMITED	10 October 2006	INSENSYS OIL AND GAS LIMITED on 13 November 2006
Scotland	LASALLE ENGINEERING (HOLDINGS) LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Peregrine House Peregrine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, Scotland, AB32 6JL	SC130627	David Marsh (Director) Simon Smoker (Director and Secretary)	LASALLE ENGINEERING (HOLDINGS) LIMITED	15 March 1991	
Scotland	M-I SWACO (UK) LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Peregrine House Peregrine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB32 6JL	SC236479	David Marsh (Director) Simon Smoker (Director and Secretary)	LOTHIAN FIFTY (913) LIMITED	06 September 2002	M-I SWACO (UK) LIMITED on 24 Sep 2002
England	NETWORK OF EXCELLENCE IN TRAINING LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gatwick Airport, West Sussex, United Kingdom, RH6 0NZ	4389071	David Marsh (Director) Simon Smoker (Director and Secretary)	NETWORK IN EXCELLENCE IN TRAINING LIMITED	07 March 2002	NETWORK OF EXCELLENCE IN TRAINING LIMITED on 12 March 2002
England	ROCK DEFORMATION RESEARCH LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ	3791808	David Marsh (Director) Patrice Hellouin De Cenival (Director) Simon Smoker (Director and Secretary)	ROCK DEFORMATION RESEARCH LIMITED	18 June 1999	
England	SCHLUMBERGER SIS LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ	04830026	David Marsh (Director) Simon Smoker (Director and Secretary)	SCHLUMBERGER NIS LIMITED	11 July 2003	SCHLUMBERGER SIS LIMITED on 15 October 2003
England	SEISMOGRAPH SERVICE (ENGLAND) LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ	00479770	David Marsh (Director) Simon Smoker (Director and Secretary)	SEISMOGRAPH SERVICE (ENGLAND) LIMITED	18 March 1950	
England	SEISMOGRAPH SERVICE LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ	00409888	David Marsh (Director) Simon Smoker (Director and Secretary)	SEISMOGRAPH SERVICE LIMITED	06 May 1946	
England	SPECIALISED PETROLEUM SERVICES INTERNATIONAL (BRANCH) LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ	02661838	David Marsh (Director) Simon Smoker (Director and Secretary)	SPECIALISED PETROLEUM SERVICES LIMITED	11 November 1991	SPS-AFOS INTERNATIONAL (BRANCH) LIMITED on 07 June 2000 SPECIALISED PETROLEUM SERVICES INTERNATIONAL (BRANCH) LIMITED on 14 August 2002

Country	Legal Entity/Company Name	Legal form of Company and law by which it is governed	Registered Office Address	Company Number	Director and Officers	Incorporated with name	Incorporation Date	Change of company name
Scotland	SPECIALISED PETROLEUM SERVICES INTERNATIONAL (HOLDINGS) LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Peregrine House Peregrine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, Scotland, AB32 6JL	SC195693	David Marsh (Director) Simon Smoker (Director and Secretary)	LEDGE 460 LIMITED	27 April 1999	AFOS GROUP LIMITED on 07 October 1999 SPS-AFOS INTERNATIONAL (HOLDINGS) LIMITED on 05 June 2000 SPECIALISED PETROLEUM SERVICES INTERNATIONAL (HOLDINGS) LIMITED on 14 August 2002
Scotland	SPECIALISED PETROLEUM SERVICES INTERNATIONAL LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Peregrine House Peregrine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB32 6JL	SC071516	David Marsh (Director) Simon Smoker (Director and Secretary)	ABERDEEN FILTRATION AND OILFIELD SERVICES LIMITED	21 May 1980	AFOS INTERNATIONAL LIMITED on 15 Oct 1992 SPS-AFOS INTERNATIONAL LIMITED on 05 Jun 2000 SPECIALISED PETROLEUM SERVICES INTERNATIONAL LIMITED on 14 Aug 2002
England	SPT GROUP LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ	02673041	David Marsh (Director) Patrice Hellouin De Cenival (Director) Simon Smoker (Director and Secretary)	SCANDPOWER LIMITED	19 December 1991	SCANDPOWER PETROLEUM TECHNOLOGY LIMITED on 27 March 2003 SPT GROUP LIMITED on 25 Jul 2007
Scotland	WESTHILL REALISATIONS LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Peregrine House Peregrine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, Scotland, AB32 6JL	SC317624	David Marsh (Director) Simon Smoker (Director and Secretary)	KYROGEN LIMITED	02 March 2007	WESTHILL REALISATIONS LIMITED on 29 November 2010
England	@BALANCE UK LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ	05960110	David Marsh (Director) Gwenola Jacqueline Stephanie Boyault (Director) Simon Smoker (Director and Secretary)	(@)BALANCE UK LIMITED	09 October 2006	
Scotland	3 D STABILISERS LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Peregrine House Peregrine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB32 6JL	SC135878	David Marsh (Director) Gwenola Jacqueline Stephanie Boyault (Director) Simon Smoker (Director and Secretary)	LEDGE 101 LIMITED	09 January 1992	3 D STABILISERS LIMITED on 02 April 1992
England	AXSIA HOWMAR LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	100 New Bridge Street, London, United Kingdom, EC4V 6JA	00961792	ABOGADO NOMINEES LIMITED (Secretary) Gina Ann Karathanos (Secretary) Mark Roman Higgins (Director and Secretary)	HOWMAR INTERNATIONAL LIMITED	11 September 1969	AXSIA HOWMAR LIMITED on 02 March 1998
Scotland	CAIRNTOUL WELL EQUIPMENT SERVICES LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	MILLAR & BRYCE LIMITED, Bonnington Bond 2 Anderson Place, Edinburgh, EH6 5NP	SC159191	7SIDE SECRETARIAL LTD (Secretary) ABOGADO NOMINEES LIMITED (Secretary) Gina Ann Karathanos (Secretary) Mark Roman Higgins (Director and Secretary)	CAIRNTOUL WELL EQUIPMENT SERVICES LIMITED	14 July 1995	

Country	Legal Entity/Company Name	Legal form of Company and law by which it is governed	Registered Office Address	Company Number	Directors and Officers	Incorporated with name	Incorporation Date	Change of company name
Scotland	CAIRNWELL MANAGEMENT SERVICES LTD	A private company limited by shares incorporated under and governed by laws of Scotland	Millar & Bryce Limited Bonnington Road, 2 Anderson Place, Edinburgh, EH6 5NP	SC367971	7SIDE SECRETARIAL LTD (Secretary) ABOGADO NOMINEES LIMITED (Secretary) Gina Ann Karathanos (Secretary) Mark Roman Higgins (Director and Secretary)	CAIRNWELL MANAGEMENT SERVICES LTD	03 November 2009	
England	CAMERON PRODUCTS LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	100 New Bridge Street, London, United Kingdom, EC4V 6JA	02106584	ABOGADO NOMINEES LIMITED (Secretary) Gina Ann Karathanos (Secretary) Mark Roman Higgins (Director and Secretary) Michael John Smart (Director)	DIKAPPA (NUMBER 465) LIMITED	05 March 1987	SERCK BAKER LIMITED on 06 August 1987 AXSIA SERCK BAKER LIMITED on 19 February 1998 NATCO UK LIMITED on 13 December 2006 CAMERON PRODUCTS LIMITED on 30 March 2010
England	CAMERON TECHNOLOGIES UK LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	100 New Bridge Street, London, EC4V 6JA	03440964	ABOGADO NOMINEES LIMITED (Secretary) Gina Ann Karathanos (Secretary) Mark Roman Higgins (Director and Secretary)	FORAY 1066 LIMITED	29 September 1997	BARTON INSTRUMENT SYSTEMS LIMITED on 18 February 1998 CAMERON TECHNOLOGIES UK LIMITED on 29 December 2006
Scotland	CLEANCUT TECHNOLOGIES LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Peregrine House Peregrine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB32 6JL	SC211751	David Marsh (Director) Simon Smoker (Director and Secretary)	M M & S (2709) LIMITED	09 October 2000	CLYDE BERGEMANN MATERIALS LIMITED on 14 December 2000 CLYDE BERGEMANN MATERIALS HANDLING LIMITED on 01 March 2001 CLYDE MATERIALS HANDLING LIMITED on 07 March 2001 CLYDE BLOWERS LIMITED on 17 May 2001 CLEANCUT TECHNOLOGIES LIMITED on 15 October 2002
England	INTERNATIONAL VALVES LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	100 New Bridge Street, London, EC4V 6JA	02561616	ABOGADO NOMINEES LIMITED (Secretary) Gina Ann Karathanos (Secretary) Mark Roman Higgins (Director and Secretary)	INTERNATIONAL VALVES LIMITED	23 November 1990	
Scotland	ONESUBSEA PROCESSING UK LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	100 Union Street, Aberdeen, AB10 1QR	SC237293	ABOGADO NOMINEES LIMITED (Secretary) Gina Ann Karathanos (Secretary) Simon Smoker (Secretary and Director) Simon Walter McCloud (Director)	FRAMO ENGINEERING UK. LTD.	24 September 2002	ONESUBSEA PROCESSING UK LIMITED on 04 July 2013

Country	Legal Entity/Company Name	Legal form of Company and law by which it is governed	Registered Office Address	Company Number	Directors and Officers	Incorporated with name	Incorporation Date	Change of company name
England	PATHFINDER ENERGY SERVICES LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gatwick Airport, West Sussex, United Kingdom, RH6 0NZ	03709500	David Marsh (Director) Gwenola Jacqueline Stephanie Boyault (Director) Simon Smoker (Director and Secretary)	PATHFINDER ENERGY SERVICES LIMITED	02 February 1999	
England	SCHLUMBERGER EVALUATION AND PRODUCTION SERVICES (UK) LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ	00548680	David Marsh (Director) Simon Smoker (Director and Secretary)	SANGAMO WESTON CONTROLS LIMITED	04 May 1955	SCHLUMBERGER EXPLORATION AND RESERVOIR SERVICES (UK) LIMITED on 04 January 1991 SCHLUMBERGER EVALUATION AND PRODUCTION SERVICES (UK) LIMITED on 01 April 1992
England	SEISMOGRAPH SERVICE (U.K.) LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ	01579378	David Marsh (Director) Simon Smoker (Director and Secretary)	SEISMOGRAPH SERVICE (NORTH SEA) LIMITED	11 August 1981	SEISMOGRAPH SERVICE (U.K.) LIMITED on 18 May 1983
Scotland	UNITED WIRE LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Peregrine House Peregrine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB32 6JL	SC001878	David Marsh (Director) Robert Ian Thomson (Director) Simon Smoker (Director and Secretary)	UNITED WIRE LIMITED	9 July 1889	
England	JISKOOT LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	100 New Bridge Street, London, EC4V 6JA	01834943	ABOGADO NOMINEES LIMITED (Secretary) Gina Ann Karathanos (Secretary) Mark Anthony Jiskoot (Director) Mark Roman Higgins (Director and Secretary) Michael John Smart (Director)	Cablejust Limited on 23 Jul 1984	23 July 1984	JISKOOT AUTOCONTROL LIMITED (4 Sept 1985 - 4 Apr 2005), Cablejust Limited (23 Jul 1984 - 4 Ssept 1985)

Part B - The UK Companies (Shareholders, Consideration Shares and Security Information)

	(A) Company name and number	(B) Name of shareholder(s)	(C) Shareholding held in UK Company	(D) Share exchange ratio	(E) Charges or other security
1.	BAKER JARDINE AND ASSOCIATES LIMITED SC095150	Schlumberger UK Holdings Ltd	50,000 ordinary shares of £1.00	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	**Bond & floating charge** Created: 27 October 1989. Delivered: 8 November 1989. Status: Outstanding. Persons entitled: The Governor and Company of the Bank of Scotland
2.	DATA MARINE SYSTEMS LIMITED SC111399	Schlumberger SIS Ltd	40,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied
3.	INSENSYS OIL AND GAS LIMITED 05961426	Schlumberger UK Holdings Ltd	418,788 A preferred shares of £0.01 each; 390,663 A2 preferred shares of £0.01 each; 936,219 ordinary shares of £0.01 each	For every 1 ordinary share of £0.01 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	**Charge of deposit** Created: 10 May 2007. Delivered: 15 May 2007. Status: Outstanding Persons entitled: National Westminster Bank PLC
4.	LASALLE ENGINEERING (HOLDINGS) LIMITED SC130627	Schlumberger UK Holdings Ltd	459,770 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the	All satisfied

	(A) Company name and number	(B) Name of shareholder(s)	(C) Shareholding held in UK Company	(D) Share exchange ratio	(E) Charges or other security
				Transferee	
5.	M-I SWACO (UK) LIMITED SC236479	MI Holdings (UK) Ltd	1 ordinary share of £1.00	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied
6.	NETWORK OF EXCELLENCE IN TRAINING LIMITED 04389071	Schlumberger Oilfield UK plc	1 ordinary share of £1.00	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered
7.	ROCK DEFORMATION RESEARCH LIMITED 03791808	Schlumberger Oilfield UK plc	15 ordinary shares of £0.10 each	For every 1 ordinary share of £0.10 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	**Charge code 0379 1808 0002** Created: 5 February 2014. Delivered: 7 February 2014. Status: Outstanding Persons entitled: National Westminster Bank PLC
8.	SCHLUMBERGER SIS LIMITED 04830026	Schlumberger UK Holdings Ltd	100 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered

	(A) Company name and number	(B) Name of shareholder(s)	(C) Shareholding held in UK Company	(D) Share exchange ratio	(E) Charges or other security
9.	SEISMOGRAPH SERVICE (ENGLAND) LIMITED 00479770	Seismograph Service Limited	5000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered
10.	SEISMOGRAPH SERVICE LIMITED 00409888	Schlumberger UK Holdings Ltd	300,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered
11.	SPECIALISED PETROLEUM SERVICES INTERNATIONAL (BRANCH) LIMITED 02661838	Specialised Petroleum Services Group Ltd	400 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied
12.	SPECIALISED PETROLEUM SERVICES INTERNATIONAL (HOLDINGS) LIMITED SC195693	Specialised Petroleum Services Group Ltd	600,000 A ordinary shares of £0.50 each 250,000 B ordinary shares of £0.50 each 42,937,004 ordinary shares of £0.50 each	For every 1 ordinary share of £0.50 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied
13.	SPECIALISED PETROLEUM SERVICES INTERNATIONAL	Specialised Petroleum Services Group Ltd	250,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a	All satisfied

	(A) Company name and number	(B) Name of shareholder(s)	(C) Shareholding held in UK Company	(D) Share exchange ratio	(E) Charges or other security
	LIMITED SC071516			shareholder shall receive 1 ordinary share of £1.00 in the Transferee	
14.	SPT GROUP LIMITED 02673041	Schlumberger Oilfield UK plc	1 ordinary share of £1.00	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	**Rent deposit deed** Created: 27 June 2012. Delivered: 4 July 2012. Status: Outstanding Persons entitled: University of Surrey **Rent deposit deed** Created: 19 September 2007. Delivered: 20 September 2007. Status: Outstanding Persons entitled: University of Surrey
15.	WESTHILL REALISATIONS LIMITED SC317624	Schlumberger UK Holdings Ltd	37,500 A ordinary shares of £0.50 each 12,500 B ordinary shares of £0.50 each	For every 1 A ordinary share of £0.50 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered
16.	@BALANCE UK LIMITED 05960110	Schlumberger UK Ltd	10 A ordinary shares of £1.00 each	For every 1 A ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the	None registered

	(A) Company name and number	(B) Name of shareholder(s)	(C) Shareholding held in UK Company	(D) Share exchange ratio	(E) Charges or other security
				Transferee	
17.	3 D STABILISERS LIMITED SC135878	Pathfinder Energy Services Ltd	100 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered
18.	AXSIA HOWMAR LIMITED 00961792	Cameron Petroleum (UK) Ltd	600,200 deferred ordinary shares of £1.00 each 100 ordinary shares of $1.00 each	For every 1 ordinary share of $1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	**Charge of deposit** Created: 2 April 2001. Delivered: 5 April 2001. Status: Outstanding Persons entitled: National Westminster Bank PLC
19.	CAIRNTOUL WELL EQUIPMENT SERVICES LIMITED SC159191	Cameron Petroleum (UK) Ltd	5,450 A ordinary shares of £1.00 each 1,136 B ordinary shares of £1.00 each	For every 1 A ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	**Floating charge** Created: 17 November 2008. Delivered: 19 November 2008. Status: Outstanding Persons entitled: Royal Bank of Scotland PLC
20.	CAIRNWELL MANAGEMENT SERVICES LTD SC367971	Cameron Petroleum (UK) Ltd	10,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied

	(A) Company name and number	(B) Name of shareholder(s)	(C) Shareholding held in UK Company	(D) Share exchange ratio	(E) Charges or other security
21.	CAMERON PRODUCTS LIMITED 02106584	Cameron Petroleum (UK) Ltd	2 ordinary shares of £1.00 each 100 ordinary shares of $1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	**Security agreement and guarantee** Created: 15 March 2004. Delivered: 25 March 2004. Status: Outstanding Persons entitled: HSBC Bank PLC (The UK Agent) as Agent and Trustee for the U.K. Lenders **Charge of deposit** Created: 5 April 2001. Delivered: 11 April 2001. Status: Outstanding Persons entitled: National Westminster Bank PLC
22.	CAMERON TECHNOLOGIES UK LIMITED 03440964	Cameron Petroleum (UK) Ltd	500,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	**Licence to assign** Created: 14 May 1998. Delivered: 21 May 1998. Status: Outstanding Persons entitled: J Leon & Company Limited
23.	CLEANCUT TECHNOLOGIES LIMITED SC211751	MI Holdings (UK) Ltd	465,517 deferred shares of £1.00 each 2,800,934 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied

	(A) Company name and number	(B) Name of shareholder(s)	(C) Shareholding held in UK Company	(D) Share exchange ratio	(E) Charges or other security
24.	INTERNATIONAL VALVES LIMITED 02561616	Cameron Petroleum (UK) Ltd	70 A ordinary shares of £1.00 each 30 B ordinary shares of £1.00 each	For every 1 A ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied
25.	ONESUBSEA PROCESSING UK LIMITED SC237293	OneSubsea Processing AS	30,000 ordinary shares of £10.00 each	For every 1 ordinary share of £10.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered
26.	PATHFINDER ENERGY SERVICES LIMITED 03709500	Pathfinder Energy Services Holding BV	15,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered
27.	SCHLUMBERGER EVALUATION AND PRODUCTION SERVICES (UK) LIMITED 00548680	Schlumberger UK Holdings Ltd	6,418,100 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered
28.	SEISMOGRAPH SERVICE (U.K.) LIMITED	Seismograph Service (England) Ltd	1,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a	None registered

	(A) Company name and number	(B) Name of shareholder(s)	(C) Shareholding held in UK Company	(D) Share exchange ratio	(E) Charges or other security
	01579378			shareholder shall receive 1 ordinary share of £1.00 in the Transferee	
29.	UNITED WIRE LIMITED SC001878	MI Holdings (UK) Ltd	120,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	**Standard security** Created: 30 November 1999. Delivered: 14 December 1999. Status: Outstanding Persons entitled: National Westminster Bank PLC **Standard security** Created: 30 November 1999. Delivered: 14 December 1999. Status: Outstanding Persons entitled: National Westminster Bank PLC
30.	JISKOOT LIMITED 01834943	Jiskoot Holdings Limited	100,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied