

Company no: 2650011

THE COMPANIES ACT 1985 TO 1989

COMPANY LIMITED BY SHARES

RESOLUTION OF

ENTERPRISE OIL OVERSEAS HOLDINGS LIMITED

Passed the 27 day of June, 2005

At an Extraordinary General Meeting of the above named Company duly convened and held on the 27 day of June, 2005 the following RESOLUTION was duly passed as a Special Resolution:

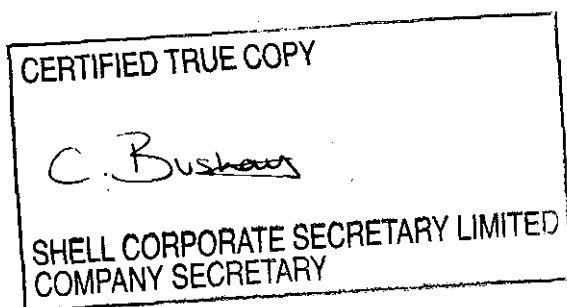
SPECIAL RESOLUTION

1. That the draft regulations produced to the meeting and marked with an 'x' for the purposes of identification be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association.

*C. Bushay*

Ms C Bushay

Authorised Signatory  
Shell Corporate Secretary Limited  
Company Secretary



THE COMPANIES ACTS 1985 TO 1989  
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

Enterprise Oil Overseas Holdings Limited

PRELIMINARY

1. In these Articles, if not inconsistent with the subject or context:

"the Act" means the Companies Act, 1985 including any statutory modification or re-enactment thereof for the time being in force.

"the Board" means the Board of Directors from time to time of the Company or the Directors present at a meeting of the Directors at which a quorum is present.

"clear days" in relation to the period of a notice means that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect.

"electronic signature" has the meaning given by section 7(2) of the Electronic Communications Act 2000.

"month" means calendar month.

"the Office" means the registered office of the Company.

"paid up" means paid up or credited as paid up.

"these Articles" means these Articles of Association as now framed or as from time to time altered by special resolution.

"the Seal" means the Common Seal of the Company.

"the Secretary" means the Secretary of the Company and includes a temporary deputy or assistant Secretary and any person appointed by the Board to perform any of the duties of the Secretary of the Company.

"the United Kingdom" means Great Britain and Northern Ireland excluding the Isle of Man and the Channel Islands.

"year" means a year from the 1st January to the 31st December inclusive.

Words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender shall include the feminine gender.

Words importing persons shall include corporations.

Where any corporation is appointed as a Director or Secretary or other officer of the Company anything specified by or in accordance with these Articles to be done by or in respect of a holder of such office shall be done by a person duly authorised by the board of directors or other governing body of that corporation.

"the Statutes" means every statute (including any orders regulations or other subordinate legislation made under them) for the time being in force concerning companies insofar as it applies to the Company.

If, and for so long as, the Company has only one member, these articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to such a company.

2. No regulations set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the regulations or Articles of the Company.

### SHARES

3. Subject to the provisions of the Statutes and without prejudice to any rights attached to any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or subject to such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by ordinary resolution determine. Sub-section (1) of section 89 and sub-sections (1) to (6) inclusive of section 90 of the Act are hereby excluded from applying to any allotment of shares in the Company.
4. Subject to the provisions of the Statutes, the Company may issue shares which are to be redeemed, or at the option of the Company or the holder are liable to be redeemed, on such terms and in such manner as the Company before the issue of the shares may by special resolution determine.
5. The Board is generally and unconditionally authorised for the purposes of section 80 of the Act to exercise any power of the Company to allot, grant options over or otherwise dispose of all the unissued shares in the authorised share capital of the Company at the date of the adoption of these Articles to such persons at such times and generally on such terms and conditions as it thinks proper during the period of five years from such date; and the Board

may, after that period, allot, grant options over or otherwise dispose of any shares under this authority in pursuance of an offer or agreement so to do. The authority hereby given may at any time (subject to the said section 80) be renewed, revoked or varied by ordinary resolution of the Company in general meeting.

6. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these Articles relating to general meetings shall apply, but so that the necessary quorum shall be two persons holding at least, or representing by proxy, one-third of the issued shares of that class and that any holder of a share of the class present in person or by proxy may demand a poll.
7. The preferred or other rights attached to shares of any class shall not, unless otherwise expressly provided by the terms of the rights attached to those shares, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
8. The Company may exercise the powers of paying commissions conferred by the Statutes. Subject to the provisions of the Statutes any such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.
9. Except as ordered by a court of competent jurisdiction or as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.
10. Every member shall be entitled, without payment, to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate for all the shares of each class allotted or transferred to him or several certificates each for one or more of such shares, upon payment for every certificate after the first of such fee (if any) as the Board may determine. Every certificate shall specify the shares to which it relates and the amount paid up thereon and shall be under the Seal; provided that if the Company shall not have a Seal every certificate shall be signed by a Director and also by the Secretary or a second Director or in some other manner approved by the Board. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one of several joint holders shall be sufficient delivery to all such holders.

11. If a share certificate be damaged, defaced, lost, or alleged to have been stolen or destroyed, it may be replaced by a new certificate on payment of such fee (if any) and on such terms (if any) as to evidence and indemnity and the payment of the expenses incurred by the Company in investigating evidence as the Board thinks fit.

#### CALLS

12. Subject to the terms of issue, the Board may from time to time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) and not payable on a date fixed by or in accordance with the terms of issue, and each Member shall (subject to the Company serving upon him at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be made payable by instalments. A call may be revoked or postponed as the Board may decide. A person upon whom a call is made shall remain liable for all calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

#### POWER TO DIFFERENTIATE

13. Subject to the terms of issue, the Board may, on the issue of shares, differentiate between allottees or the holders as to the amount of calls to be paid and the times of payment.

#### PURCHASE OF OWN SHARES

14. Subject to the provisions of the Statutes and to any rights conferred on the holders of any class of shares, the Company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

#### TRANSFER OF SHARES

15. Subject to such of the restrictions of these Articles as may be applicable, a member may transfer all or any of his shares by instrument of transfer in any usual or common form or by means of any other instrument in such form and executed in such manner as the Board may from time to time approve. The transferor of the share shall be deemed to remain the holder thereof until the name of the transferee is entered in the Register of Members in respect thereof.

16. The Board may, in its absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a fully paid share.
17. The Board may also decline to recognise any instrument of transfer unless the instrument of transfer relates only to shares of one class and is accompanied by the certificate of the shares to which it relates and by such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer.
18. If the Board refuses to register a transfer it shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.
19. The registration of transfers may be suspended at such times and for such periods (not exceeding a total of thirty days in any year) as the Board may from time to time determine.
20. The Company shall be entitled to destroy (i) any instruments of transfer of shares or other documents which have been registered or on the basis of which registration was made at any time after the expiration of six years from the date of registration thereof, (ii) all instructions concerning the payment of dividends, dividend mandates and dividend warrants which have been cancelled or have ceased to have effect at any time after the expiration of two years from the date of such cancellation or cessation, and (iii) all share certificates which have been cancelled and notifications of change of name or address after the expiration of one year from the date of such cancellation or of the recording thereof, and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed or deleted was duly and properly made and every instrument of transfer so destroyed was a valid and effective instrument or instruction duly and properly registered and every share certificate so destroyed was a valid and effective document duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company:

Provided always that:-

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without express notice that its preservation was relevant to a claim (regardless of the parties thereto);
- (b) nothing in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any document which would not otherwise attach to the Company; and
- (c) references herein to the destruction of any document include references to the disposal thereof in any manner.

### TRANSMISSION OF SHARES

21. (a) In the case of the death of a member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
- (b) Any person becoming entitled to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law may, upon such evidence being produced as may from time to time be required by the Board and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Board shall, in either case, have the same right to decline or suspend registration as it would have had in the case of a transfer of the share by that member before his death or bankruptcy, as the case may be.
- (c) If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing in favour of that person an instrument of transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member or other event giving rise to the transmission had not occurred and the notice or transfer were a transfer executed by that member.
- (d) A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided always that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

### ALTERATION OF CAPITAL

22. The Company may from time to time by ordinary resolution
- (a) increase its share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe;
  - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (c) subject to the Statutes, sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association or otherwise and the resolution may determine that, as between the shares resulting from the sub-division of any one share, any of them may have any preference or advantage as compared with the other or others of them; and
  - (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.
23. Subject to the provisions of the Statutes, the Company may by special resolution reduce its share capital, any capital redemption reserve or any share premium account or any other undistributable reserve in any way.

### GENERAL MEETINGS

24. Subject to the Statutes, the Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it. Provided that, so long as the Company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Board shall appoint.
25. All general meetings other than annual general meetings shall be called extraordinary general meetings.
26. The Board may, whenever it thinks fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitions, as provided by the Statutes. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any member of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.



### NOTICE OF GENERAL MEETINGS

27. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty-one days' notice given to all members entitled to attend and vote at such meeting and a meeting of the Company other than an annual general meeting or a meeting for the passing of a special resolution shall be called by at least fourteen days' notice in writing to all members entitled thereto. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in the case of special business, the general nature of that business or the text of the resolutions to be proposed, and shall be given in the manner provided by these Articles or in such other manner (if any) as may be prescribed by the Company in general meeting. References in this Article to notice in writing includes the use of electronic communications in accordance with the Statutes.

A general meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in these Articles, be deemed to have been duly called if it is so agreed:-

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
  - (b) in the case of an extraordinary general meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.
28. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

### PROCEEDINGS AT GENERAL MEETINGS

29. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all business that is transacted at an annual general meeting with the exception of declaring a dividend, the consideration of the accounts and balance sheets and the reports of the Board and of the Auditors and the appointment of, and the fixing of the remuneration of, the Directors and Auditors.
30. No business shall be transacted at any general meeting unless a quorum is then present. Subject to the provisions of the Statutes and save as herein otherwise provided, two members present in person or by proxy, and entitled to vote upon the business being transacted, shall be a quorum.
31. If within five minutes (or such longer time not exceeding one hour as the Chairman of the meeting may decide to wait) from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting, if convened on the requisition of Members, shall be

dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Chairman of the meeting or the Board may determine. If at such adjourned meeting a quorum as above defined is not present within five minutes from the time appointed for the meeting, the member, or members, present shall be a quorum.

32. The Chairman (if any) of the Board shall preside as Chairman at every general meeting of the Company or, if there is no such Chairman, or if he shall not be present within five minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall choose one of their number to be Chairman of the meeting.
33. If at any meeting no Director is willing to act as Chairman or if no Director is present within five minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman of the meeting.
34. The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
35. Subject to the provisions of the Statutes, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the Chairman or by any member present in person or by proxy and entitled to vote upon the business being transacted. Unless a poll is duly demanded and the demand be not withdrawn, a declaration by the Chairman that a resolution has on a show of hands been carried, or carried unanimously or carried or not carried by a particular majority, or lost, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
36. Except as provided in these Articles, if a poll is duly demanded it shall be taken at such time and in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
37. In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall not have a second or casting vote and the resolution shall be declared to have been lost.
38. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any

business other than that upon which a poll has been demanded may be proceeded with pending the taking of a poll. The demand for a poll may be withdrawn at any time and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

39. A resolution in writing circulated by the Board and signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the members or by their duly authorised representatives.

#### VOTES OF MEMBERS

40. Subject to the rights or restrictions for the time being attached to any class or classes of shares, every member present in person or by proxy shall on a show of hands have one vote and on a poll have one vote for each share of which he is the holder.
41. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.
42. A member in respect of whom an order has been made by any competent court or official on the ground that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs, may vote, whether on a show of hands or on a poll, by any person authorised in such circumstances to do so on his behalf and that person may vote on a poll by proxy provided that evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote has been delivered at the Office (or at such other place as may be specified in accordance with these Articles for the delivery of instruments appointing a proxy) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which their right to vote is to be exercised and in default the right to vote shall not be exercisable.
43. Unless the Board otherwise determines no member shall be entitled to vote at any general meeting in respect of any share held by him unless all calls or other sums presently payable by him in respect of that share have been paid.
44. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

## PROXIES

45. (1) The appointment of a proxy, whether by means of an instrument or contained in an electronic communication, shall be executed in such manner as the Board may approve. Subject thereto, the appointment of a proxy shall be executed by the appointor or his attorney or, if the appointor is a corporation, executed by a duly authorised officer, attorney or other authorised person or under its common seal. An electronic communication which contains a proxy appointment need not comprise writing and the appointment need not be executed but shall instead be subject to such conditions as the Board may approve.
- (2) The appointment of a proxy shall be in any usual form or in any other form which the Board may approve. Subject thereto, the appointment of a proxy may be:
- (a) by means of an instrument; or
  - (b) contained in an electronic communication sent to such address (if any) as may for the time being be notified by or on behalf of the Company for that purpose.

The Board may, if it thinks fit, but subject to the provisions of the Statutes at the Company's expense send forms of proxy for use at the meeting and issue invitations contained in electronic communications to appoint a proxy in relation to the meeting in such form as may be approved by the Board.

- (3) The appointment of a proxy shall not preclude a Member from attending and voting in person at the meeting or poll concerned. A Member may not appoint more than one proxy to attend on the same occasion.

The appointment of a proxy shall:

- (a) in the case of an instrument (and if required by the Board any authority under which it is executed or a copy thereof certified in manner approved by the Board), be delivered personally or by post to the Office or such other place within the United Kingdom as may be specified by or on behalf of the Company for that purpose:
  - (i) in the notice convening the meeting, or
  - (ii) in any form of proxy sent by or on behalf of the Company in relation to the meeting, before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
- (b) in the case of an appointment contained in an electronic communication, where an address has been specified by or on behalf of the Company for the purpose of receiving electronic

communications:

- (i) in the notice convening the meeting, or
- (ii) in any form of proxy sent by or on behalf of the Company in relation to the meeting, or
- (iii) in any invitation contained in an electronic communication to appoint a proxy issued by or on behalf of the Company in relation to the meeting,

be received at that address before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

- (c) in either case, where a poll is taken after it is demanded, be delivered or received as aforesaid after the poll has been demanded and before the time appointed for the taking of the poll.

46. A proxy appointment which is not delivered or received in accordance with these Articles shall be invalid. No proxy appointment shall be valid more than twelve months after the date stated in it as the date of its execution save that, unless the contrary is stated in it, an appointment of proxy shall be valid at an adjourned meeting or a poll after a meeting or an adjourned meeting even after 12 months, if it was valid for the original meeting. When two or more valid but differing proxy appointments are delivered or received in respect of the same share for use at the same meeting, the one which was last received shall be treated as replacing and revoking the others as regards that share; however if received on the same day, and one is in the form of an electronic communication, the electronic communication shall be deemed to be the one last received.
47. A vote given or poll demanded by a proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding the poll unless notice of the determination was either delivered or received as mentioned in the following sentence not later than the last time at which an appointment of a proxy should have been received in order to be valid for use at the meeting or on the holding of the poll at which the vote was given or the poll demanded. Such notice of determination shall be either by means of an instrument delivered to the Office or to such other place within the United Kingdom as may be specified by or on behalf of the Company in accordance with these Articles or contained in an electronic communication received at the address (if any) specified by or on behalf of the Company in accordance with these Articles regardless of whether any relevant proxy appointment was effected by means of an instrument or contained in an electronic communication. For the purpose of this Article, an electronic communication which contains such notice of determination need not comprise writing.
48. A proxy appointment shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The appointment of a

proxy shall, unless the contrary is stated, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

#### CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

49. Any corporation (wherever incorporated and whether a company within the meaning of the Statutes or not) which is a member of the Company may, by resolution of its board of directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company. A corporation which is a member of the Company will be deemed to be present in person by its representative duly authorised under this Article and all references in these Articles to a member or members present in person shall be construed accordingly. The Chairman may require such evidence as he shall think fit of the person's authority to attend.

#### DIRECTORS

50. (1) There shall be at least one Director.
- (2) The Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors.
- (3) Without prejudice to the power of the Company in general meeting any person may be appointed to be a Director (either to fill a casual vacancy or as an addition to the existing Directors) either by a notice in writing (including an electronic communication) executed by or on behalf of a member or members of the Company holding a majority of the shares of the Company for the time being carrying the right of voting at general meetings or by resolution of the Board. Any appointment by the Board shall automatically terminate within twenty-eight days unless ratified by instrument in writing executed by or on behalf of a member or members of the Company as aforesaid.
51. All appointments or removals of Directors made by written instrument, pursuant to Articles 50(3) and 55(e) shall take effect upon such instrument being left at the Office or on such later date as may be specified in such instrument. A copy of such instrument received by electronic communication shall be effective for the purposes aforesaid. The Company shall be entitled to rely on such copy but the original instrument shall nevertheless be delivered to the Office.
52. A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.

53. Subject to any special provisions of his appointment limiting the term of his tenure of office, every Director for the time being of the Company howsoever appointed, shall remain a Director until he vacates office pursuant to the provisions of these Articles or the Statutes.

#### ALTERNATE DIRECTORS

54. Any Director (other than an alternate Director) may at any time appoint one or more persons, whether Directors or not, to be an alternate Director of the Company in his place and may at any time remove from office any alternate Director so appointed by him. The same person may be appointed as an alternate Director by any number of Directors. An alternate Director shall not be entitled as such to receive any remuneration from the Company. An alternate Director appointed for the purpose of attending and voting at meetings of the Board shall be entitled to receive notices of all such meetings and any alternate Director (but, in cases where a Director has appointed more than one alternate Director, only one) shall be entitled to attend and be counted in the quorum and to speak and vote at any such meeting at which his appointor is not present. An alternate Director appointed for any other purpose shall, subject to the prior approval of the Board, be entitled to perform in the place of his appointor such other functions of his appointor as a Director of the Company as his appointor shall by the instrument of appointment prescribe. An alternate Director shall have a vote in respect of each appointor in whose place he is entitled to vote and (if himself a Director) may exercise such vote or votes in addition to his own vote at a meeting:

Provided always that nothing in this Article shall enable the Chairman or Managing Director to delegate to an alternate Director any of the special powers or authorities vested in the Chairman or such Managing Director as the case may be by these Articles or by the Board or shall enable more than one vote to be cast at any meeting of the Board on behalf of the same appointor.

All appointments and removals of alternate Directors shall be effected by instrument in writing under the hand of the Director making or revoking such appointment and shall take effect upon such instrument being left at the Office or produced at a meeting of the Board (if earlier), or on such later date as may be specified in such instrument. A copy of such instrument received by electronic communication from the appointer shall be effective for the purposes aforesaid. The Company shall be entitled to rely on such copy but the original instrument shall nevertheless be delivered to the Office. If more than one person shall be appointed alternate Director for a Director the Director concerned shall specify in such instrument the order of precedence in which each shall be entitled to act in default of which the precedence shall be the order of appointment. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director.

### VACATION OF OFFICE

55. The office of a Director shall be vacated if the Director:-
- (a) ceases to be a Director by virtue of any provision of the Statutes or becomes prohibited by law from being a Director; or
  - (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (c) he becomes of unsound mind or a patient for any purpose of any statute relating to mental health and the Board resolves that his office is vacated; or
  - (d) resigns his office by notice in writing to the Company delivered to the Office or tendered at a meeting of the Board; or
  - (e) is removed from office by notice in writing executed by or on behalf of members of the Company holding a majority of the shares of the Company for the time being carrying the right of voting at general meetings; or
  - (f) he is absent without the permission of the Board from meetings of the Board for six consecutive months and the Board resolves that his office is vacated.

If the office of a Director is vacated for any reason, he shall cease to be a member of any committee of the Board. In this Article references to in writing include the use of electronic communications subject to such terms and conditions as the Board may decide.

### BORROWING POWERS

56. The Board may from time to time at its discretion exercise all the powers of the Company to borrow or raise or secure the payment of any sum or sums of money for the purposes of the Company.
57. The Board may raise, or secure the payment or repayment of, such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and, in particular, by the issue of debentures of the Company charged upon the undertaking and all or any of the property (both present and future) and the uncalled capital of the Company for the time being.
58. The Board shall cause a register of charges to be kept in accordance with the Statutes and shall duly comply with the requirements of the Statutes in regard to the registration of charges therein specified and otherwise.



### POWERS AND DUTIES OF THE BOARD

59. The management of the business of the Company shall be vested in the Board which, in addition to the powers and authorities by these Articles or otherwise expressly conferred upon it, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by statute expressly directed or required to be exercised or done by the Company in general meeting, but subject nevertheless to the provisions of the Act and of these Articles and to any regulations, being not inconsistent with the aforesaid provisions, from time to time made by the Company in general meeting. Provided that no regulations so made shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
60. The Board may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
61. The Company may exercise all the powers conferred by the Statutes with regard to having an official seal for use abroad, and such powers shall be vested in the Board.
62. The Company may exercise the powers conferred upon the Company by the Statutes with regard to the keeping of an overseas branch register and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

### REMUNERATION OF DIRECTORS

63. The remuneration of the Directors shall from time to time be determined by the Company in general meeting. Such remuneration shall be deemed to accrue from day to day. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board or of any committee of the Board or general meetings of the Company, or in connection with the business of the Company or in the discharge of his duties as a Director.
64. Any Director who performs services beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) in addition to any remuneration provided for by or pursuant to any other Article and shall not be included in the amount determined in accordance with Article 63.

## OTHER OFFICES AND SHAREHOLDINGS

65. A Director of the Company may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of or from his interest in such other company unless the Company otherwise directs.
66. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Board in accordance with the Statutes.
67. A Director shall not vote in respect of any contract or arrangement in which he is to his knowledge materially interested, and if he shall do so, his vote shall not be counted nor shall he be counted in the quorum present at the meeting, but neither of these prohibitions shall apply to:-
- (a) any arrangement for giving him any guarantee, security or indemnity in respect of money lent or obligations undertaken by him for the benefit of the Company; or
  - (b) any arrangement for the giving by the Company of any guarantee, indemnity or security to a third party in respect of a debt or obligation of the Company for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security; or
  - (c) any contract by a Director to underwrite shares or debentures of the Company; or
  - (d) any contract or arrangement with any other company (not being a company in which the Director owns one per cent or more) in which he is interested only as an officer of such company or as holder of shares or other securities.
68. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Board may determine and, subject to the provisions of the Statutes, no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit or other benefit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.

69. A Director shall not vote on or be counted in the quorum in relation to any resolution of the Board concerning his own appointment, or the settlement or variation of the terms or the termination of his own appointment, as the holder of any office or place of profit with the Company or any other company in which the Company is interested but, where proposals are under consideration concerning the appointment, or the settlement or variation of the terms or the termination of the appointment, of two or more Directors to offices or places of profit with the Company or any other company in which the Company is interested, a separate resolution may be put in relation to each Director and in that case each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution unless it concerns his own appointment or the settlement or variation of the terms or the termination of his own appointment or the appointment of another Director to an office or place of profit with a company in which the Company is interested and the Director seeking to vote or be counted in the quorum has a material interest in that company.
70. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director provided that nothing herein contained shall authorise a Director or his firm to act as Auditor(s).
71. If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the Chairman of the meeting) or as to the entitlement of any Director (other than the Chairman of the meeting) to vote or be counted in the quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, the question shall be referred to the Chairman of the meeting and his ruling in relation to the Director concerned shall be conclusive except in a case where the nature or extent of his interest (so far as it is known to him) has not been fairly disclosed to the Board. If any question shall arise in respect of the Chairman of the meeting, the question shall be decided by a resolution of the Board (for which purpose the Chairman shall be counted in the quorum but shall not vote on the matter) and the resolution shall be conclusive except in a case where the nature or extent of the interest of the Chairman (so far as it is known to him) has not been fairly disclosed to the Board.
72. Subject to the provisions of the Statutes, the prohibitions referred to in this Article may at any time be suspended or relaxed to any extent and any contract not properly authorised by reason of a contravention of this Article may be ratified either generally or in respect of any particular contract arrangement or transaction, by the Company in general meeting.

#### DIRECTORS' GRATUITIES AND PENSIONS

73. The Board may exercise all the powers of the Company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not for any Director or former Director who has held any salaried office or place of profit with the Company or any Group Company, or to his widow, relations or dependants, and to make contributions to any fund and pay premiums for the purchase or provision of

any such gratuity, pension, insurance or other allowance. No Director or former Director shall be accountable to the Company or the Members for any benefit provided pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director. "Group Company" for this purpose means The Shell Petroleum Company Limited, Shell Petroleum N.V. or Shell Petroleum Inc. or any Subsidiary of any of them or any company in which voting control is held by those companies either jointly or separately.

#### **Provision for employees**

74. The Board may exercise any power conferred by the Statutes to make provision for the benefit of persons employed or formerly employed by the Company or any of its Subsidiaries in connection with the cessation, or the transfer to any person, of the whole or part of the undertaking of the Company or that Subsidiary.

### **PROCEEDINGS OF THE BOARD**

#### **Board meetings**

75. The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Board.

#### **Notice of Board meetings**

76. Notice of a Board meeting shall be deemed to be properly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose or sent to him using electronic communications to such address (if any) as may for the time being be notified by him or on his behalf to the Company for that purpose. A Director absent or intending to be absent from the United Kingdom may request the Board that notices of Board meetings shall during his absence be sent in writing to him at an address given by him to the Company for this purpose, or sent to him using electronic communications to such address (if any) as may for the time being be notified by him or on his behalf to the Company for that purpose, but such notices need not be given any earlier than notices given to Directors not so absent and if no request is made to the Board it shall not be necessary to give notice of a Board meeting to any Director who is absent from the United Kingdom at the relevant time. A Director may waive notice of any meeting either prospectively or retrospectively.
77. The quorum necessary for the transaction of the business of the Board shall be fixed by the Board, unless so fixed or only a sole Director shall be in office, shall be two.
78. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number.

79. The Board may elect a Chairman of its meetings and determine the period for which he is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
80. A meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.
81. The Board may delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
82. The meetings and proceedings of any committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board.
83. A resolution in writing of which notice has been given to all Directors and which is signed by a majority of the Directors entitled to receive notice of a meeting of the Board or by all the members of a committee for the time being shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case may be, of such committee duly called and constituted. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors or members of the committee concerned. A resolution may be approved by a Director for the purpose of this Article by means of an electronic communication sent by the Director to an address notified by the Company for that purpose.
84. All or any of the members of the Board or any committee of the Board may participate in a meeting of the Board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the Chairman of the meeting then is.
85. All acts done by any meeting of the Board or of a committee of the Board or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director or member of such committee or person acting as aforesaid, or that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed or was not disqualified or had continued in office.

### MANAGING DIRECTORS

86. The Board may from time to time appoint one or more of its body to the office of Managing Director for such period and on such terms as it thinks fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. A Managing Director shall ipso facto cease to be a Managing Director if he ceases for any reason to be a Director.
87. A Managing Director shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as the Board or the Company in general meeting may determine.
88. The Board may entrust to and confer upon a Managing Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with or to the exclusion of its own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

### SECRETARY

89. The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Secretary so appointed may be removed by the Board.
90. A provision of the Act or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

### MINUTES

91. The Board shall cause minutes to be made in books provided for the purpose:-
  - (a) of all appointments of officers made by the Board;
  - (b) of the names of the Directors present at each meeting of the Board and of any committee of the Board;
  - (c) of all resolutions and proceedings at all meetings of the Company and of the Board and of any such committee as aforesaid.

### THE SEAL

92. If the Company shall have a Seal it shall be used only by the authority of the Board or of a committee of the Board duly authorised by the Board, and every instrument to which the Seal shall be affixed shall be signed by a Director and also by the Secretary or by a second Director or by some other person appointed by the Board for the purpose.

Provided that except as otherwise required by these Articles the Board in its sole discretion may determine that authority for the use of the Seal on any instrument or class of instruments may be given by any person so authorised by resolution of the Board and that the instrument or class of instruments may be signed by one person appointed by the Board for that purpose.

Where the Statutes so permit, any instrument signed by any one Director and the Secretary or by two Directors and expressed (using any form of words) to be executed by the Company shall have the same effect as if executed under seal, provided that no instrument which makes it clear on its face that it is intended to have effect as a deed shall be so signed without the authority of the Board or a duly authorised committee thereof.

### DIVIDENDS AND RESERVES

93. Subject to the provisions of the Statutes, the Company in general meeting may from time to time declare dividends, but no such dividend shall exceed the amount recommended by the Board.
94. Subject to the provisions of the Statutes, the Board may from time to time pay to the members such interim dividends as appear to the Board to be justified by the profits of the Company available for distribution.
95. Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid and shall be apportioned and paid proportionately to the amounts paid up on the shares during the portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.
96. The Board may deduct from any dividend or other moneys payable to any member in respect of a share all sums of money (if any) presently payable by him to the Company in respect of that share.
97. Any general meeting declaring a dividend may, upon the recommendation of the Board, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the Board may settle the same as it thinks expedient, and, in particular, may issue fractional certificates and fix the value for distribution of assets or any part thereof, and may determine that cash payments shall be made to any member upon the footing of the value so fixed in order to adjust the rights of members, and may vest any assets in trustees as may seem expedient to the Board.
98. Any dividend or other moneys payable in respect of a share may be paid:-
  - (a) in cash; or
  - (b) by cheque, warrant or similar financial instrument made payable to or to the order of the holder or person entitled to payment; or

- (c) by any direct debit, bank or other funds transfer system to the holder or person entitled to payment or, if practicable, to a person designated by notice to the Company by the holder or person entitled to payment; or
- (d) by any other method approved by the Board and agreed (in such form as the Company thinks appropriate) by the holder or person entitled to payment.

If two or more persons are registered as joint holders of any share, or are entitled by transmission jointly to a share, the Company may:-

- (a) pay any dividend or other moneys payable in respect of the share to any one of them and any one of them may give effectual receipt for that payment;
- (b) for the purposes of this Article, rely in relation to the share on the written direction, designation or agreement or notice to the Company by any one of them.

A cheque, warrant or similar financial instrument may be sent by post to:-

- (a) where a share is held by a sole holder, the registered address of the holder of the share; or
- (b) if two or more persons are the holders, to the registered address of the person who is first named in the Register; or
- (c) if a person is entitled by transmission to the share, as if it were a notice to be sent under Article 109; or
- (d) in any case, to such person and to such address as the person entitled to payment may direct by notice to the Company.

Payment of a cheque, warrant or similar financial instrument by the bank on which it was drawn or the transfer of funds by the bank instructed to make the transfer shall be a good discharge to the Company. Every cheque, warrant or similar financial instrument sent in accordance with these Articles shall be at the risk of the holder or person entitled. The Company shall have no responsibility for any sums lost or delayed in the course of payment by any other method used by the Company in accordance with this Article.

Subject to the provisions of these Articles and to the rights attaching to any shares, any dividend or other moneys payable on or in respect of a share may be paid in such currency as the Board may determine.

99. No dividend shall bear interest against the Company.

#### ACCOUNTING RECORDS

100. The Board shall cause accounting records to be kept in accordance with the Statutes.



101. The accounting records shall be kept at the Office or, subject to the provisions of the Statutes, at such other place or places as the Board thinks fit, and shall always be open to the inspection of the officers of the Company.
102. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of members not being Directors. No member (not being a Director) shall have any right of inspecting the accounting records of the Company except as conferred by the Statutes or authorised by the Board or by the Company in general meeting.

#### CAPITALISATION OF PROFITS AND RESERVES

103. The Company in general meeting may by ordinary resolution, upon the recommendation of the Board, resolve that it is desirable to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit, or forming part of the amount standing to the credit, of any of the Company's accounts or reserves and accordingly that such sum be apportioned amongst the members who would have been entitled thereto (and in the proportions in which they would have been so entitled) if it had been distributable by way of dividend and had been so distributed, on condition that the same be not paid in cash but be applied on their behalf in the manner following, that is to say -
- (a) if the sum so capitalised had been distributable by way of dividend, either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or in paying up in full unissued shares or debentures of the Company to be allotted as fully paid to such members, or as they may direct, in the proportions aforesaid, or partly in the one way and partly in the other; or
  - (b) if the sum so capitalised had not been distributable by way of dividend, only in paying up in full unissued shares of the Company to be allotted as fully paid to such members in the proportions aforesaid

and the Board shall give effect to such resolution.

104. Whenever a resolution pursuant to the last preceding Article has been passed, the Board shall make all appropriations and applications of the sum or sums resolved to be capitalised thereby and all allotments and issues of fully paid shares or debentures (if any) and generally shall do all acts and things required to give effect thereto, with full power to the Board to make such provision by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application

thereto of their respective proportions of the sums resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

105. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves, which shall, at the discretion of the Board be applicable for meeting contingencies or for equalising dividends or for any other purpose for which the profits of the Company may be properly applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit. The Board may also, without placing the same to reserve, carry forward any profits which it may think prudent not to divide.

### NOTICES

106. Any notice to be sent to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board) shall be in writing. Any such notice may be sent using electronic communications to such address (if any) as may for the time being be notified for that purpose to the person sending the notice or other document by or on behalf of the person to whom the notice or other document is sent.
107. (1) The Company may send any notice or other document pursuant to these Articles to a Member by whichever of the following methods it may in its absolute discretion determine:-
- (a) personally; or
  - (b) by posting the notice or other document in a prepaid envelope addressed to the Member at his registered address; or
  - (c) by leaving the notice or other document at that address; or
  - (d) by sending the notice or other document using electronic communications to such address (if any) as may for the time being be notified to the Company by or on behalf of the Member for that purpose;
  - (e) by any other method approved by the Board.
- (2) Unless otherwise provided by these Articles, a Member or a person entitled by transmission to a share shall send any notice or other document pursuant to these Articles to the Company by whichever of the following methods he may in his absolute discretion determine:-
- (a) by posting the notice or other document in a prepaid envelope addressed to the Office; or
  - (b) by leaving the notice or other document at the Office; or

- (c) by sending the notice or other document using electronic communications to such address (if any) for the time being notified by or on behalf of the Company for that purpose.
  - (3) In the case of joint holders of a share, all notices or other documents shall be sent to the joint holder whose name stands first in the Register in respect of the joint holding. Any notice or other document so sent shall be deemed for all purposes sufficient sending to all the joint holders.
  - (4) A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which a notice or other document may be sent to him by instrument or an address to which a notice or other document may be sent using electronic communications shall in respect of each document (provided that, in the case of electronic communications, the Company so agrees) be entitled to have notices or other documents sent to him at that address but otherwise:-
    - (a) no such Member shall be entitled to receive any notice or other document from the Company; and
    - (b) without prejudice to the generality of the foregoing, any notice of a general meeting of the Company which is in fact sent or purports to be sent to such Member shall be ignored for the purpose of determining the validity of the proceedings at such general meeting.
  - (5) A Member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the capital of the Company shall be deemed to have been sent notice of the meeting and, where requisite, of the purposes for which it was called.
  - (6) The Board may from time to time issue, endorse or adopt terms and conditions relating to the use of electronic communications for the sending of notices, other documents and proxy appointments by the Company to Members and by Members to the Company.
108. A notice or other document may be sent by the Company to the person or persons entitled by transmission to a share by sending it in any manner the Company may choose authorised by these Articles for the sending of a notice or other document to a Member, addressed to them by name, or by the title of representative of the deceased, or trustee of the bankrupt or by any similar description at the address (if any) in the United Kingdom as may be supplied for that purpose by or on behalf of the person or persons claiming to be so entitled. Until such an address has been supplied, a notice or other document may be sent in any manner in which it might have been sent if the death or bankruptcy or other event giving rise to the transmission had not occurred.

**Transferees etc. bound by prior notice**

109. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the Register, has been sent to a person from whom he derives his title.

**Proof of sending/delivery**

110. (1) Proof that an envelope containing a notice or other document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or document was sent by the Company. Proof that a notice or other document contained in an electronic communication was sent by the Company in accordance with its normal business practice at the date of despatch shall be conclusive evidence that the notice or document was duly delivered. A notice or other document sent by the Company to a Member by post shall be deemed to be served or delivered:-
- (a) if sent by first class post or special delivery post from an address in the United Kingdom to another address in the United Kingdom or by a postal service similar to first class post on the day following that on which the envelope containing it was posted;
  - (b) in any other case, on the third day following that on which the envelope containing it was posted.
- (2) A notice or other document sent by the Company to a Member contained in an electronic communication shall be deemed received by the Member on the day following that on which the electronic communication was sent to the Member. Such a notice or other document shall be deemed received by the Member on that day notwithstanding that the Company becomes aware that the Member has failed to receive the relevant notice or other document for any reason and notwithstanding that the Company subsequently sends a copy of such notice or other document by post to the Member.

**WINDING UP**

111. If the Company shall be wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the members as the liquidator, with the like sanction, determines, but so that no member shall be compelled to accept any assets whereon there is any liability.

### INDEMNITY

112. Subject to the provisions of the Statutes, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office including any liability incurred by him as a Director or other officer of the Company in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Statutes in which relief is granted to him by the court and, subject as aforesaid, the Company may purchase and maintain for any Director or other officer insurance against any liability. For the purposes of this Article no person appointed or employed by the Company as an Auditor is an officer of the Company.

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Name and Address of the Subscriber

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Instant Companies Limited  
2 Baches Street  
London N1 6UB

Swift Incorporations Limited  
2 Baches Street  
London N1 6UB

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Dated the 8 day of July, 1991.

Witness to the above signature:

Mark Anderson  
2 Baches Street  
London N1 6UB