

OS IN01

Registration of an overseas company opening a  
UK establishment



Companies House

100023/20

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

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

✗ **What this form is NOT for**  
You cannot use this form to  
the details of an existing co  
officer or establishment.

THURSDAY



A04 \*A6JSJVUY\* 23/11/2017 #138  
COMPANIES HOUSE

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

For official use

**A1 Corporate name of overseas company**

Corporate name ①

Ophir Gas Marketing Limited

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

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

→ **Filling in this form**

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

All fields are mandatory unless  
specified or indicated by \*

- ① This must be the corporate name in  
the home state or country in which  
the company is incorporated.

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

Alternative name  
(if applicable) ②

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

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

**A3 Overseas company name restrictions ③**

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

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

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

③ **Overseas company name  
restrictions**

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

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## Part 2 Overseas company details

### B1 Particulars previously delivered

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

→ No Go to **Section B2**.

→ Yes Please enter the registration number below and then go to **Part 5** of the form. Please note the original UK establishment particulars must be filed up to date.

❶ The particulars are: legal form, identity of register, number in registration, director and secretaries details, whether the company is a credit or financial institution, law, governing law, accounting requirements, objects, share capital, constitution, and accounts.

UK establishment  
registration number

B R

### B2 Credit or financial institution

Is the company a credit or financial institution? ❷

☐ Yes

☒ No

❷ Please tick one box.

### B3 Company details

If the company is registered in its country of incorporation, please enter the details below.

Legal form ❸

Private limited company

Country of  
incorporation \*

Jersey

Identity of register  
in which it is  
registered ❹

Registrar of Companies - Jersey

Registration number in  
that register

1 0 5 4 1 4

❸ Please state whether or not the company is limited. Please also include whether the company is a private or public company if applicable.

❹ This will be the registry where the company is registered in its parent country.

### B4 EEA or non-EEA member state

Was the company formed outside the EEA?

→ Yes Complete **Sections B5 and B6**.

→ No Go to **Section B6**.

### B5 Governing law and accounting requirements

Please give the law under which the company is incorporated.

Governing law ❺

Jersey - Companies (Jersey) Law 1991

Is the company required to prepare, audit and disclose accounting documents under parent law?

→ Yes Complete the details below.

→ No Go to **Part 3**.

❺ This means the relevant rules or legislation which regulates the incorporation of companies in that state.

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Please give the period for which the company is required to prepare accounts by parent law.

From	d	d	m	m
To	d	d	m	m

Please give the period allowed for the preparation and public disclosure of accounts for the above accounting period.

Months		
--------	--	--

**B6**

### Latest disclosed accounts

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

☐ Yes.

Please indicate what documents have been disclosed.

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

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

☒ Please tick this box if no accounts have been disclosed.

❶ Please tick the appropriate box(es).

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## Part 3

## Constitution

<b>C1</b>	<b>Constitution of company</b> <p>The following documents must be delivered with this application.</p> <ul style="list-style-type: none"><li>- Certified copy of the company's constitution and, if applicable, a certified translation.</li></ul> <p>Please tick the appropriate box(es) below.</p> <p><input checked="" type="checkbox"/> I have enclosed a certified copy of the company's constitution. <sup>①</sup></p> <p><input type="checkbox"/> I enclose a certified translation, if applicable. <sup>②</sup></p>	<p><sup>①</sup> A certified copy is defined as a copy certified as correct and authenticated by - the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator.</p> <p><sup>②</sup> A certified translation into English must be authenticated by the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator.</p>																
<b>C2</b>	<b>EEA or non-EEA member state</b> <p>Was the company formed outside the EEA?</p> <p>→ <b>Yes</b> Go to <b>Section C3</b>.</p> <p>→ <b>No</b> Go to <b>Part 4 'Officers of the company'</b>.</p>																	
<b>C3</b>	<b>Constitutional documents</b> <p>Are all of the following details in the copy of the constitutional documents of the company?</p> <ul style="list-style-type: none"><li>- Address of principal place of business or registered office in home country of incorporation</li><li>- Objects of the Company</li><li>- Amount of issued share capital</li></ul> <p>→ <b>Yes</b> Go to <b>Part 4 'Officers of the company'</b></p> <p>→ <b>No</b> If any of the above details are not included in the constitutional documents, please enter them in <b>Section C4</b>.</p> <p>The information is not required if it is contained within the constitutional documents accompanying this registration.</p>																	
<b>C4</b>	<b>Information not included in the constitutional documents</b> <p>Please give the address of principal place of business or registered office in the country of incorporation. <sup>①</sup></p> <table border="1"><tr><td>Building name/number</td><td>12</td></tr><tr><td>Street</td><td>Castle Street</td></tr><tr><td>Post town</td><td>St Helier</td></tr><tr><td>County/Region</td><td></td></tr><tr><td>Postcode</td><td>J E 2 3 R T</td></tr><tr><td>Country</td><td>Jersey</td></tr><tr><td>Objects of the company <sup>②</sup></td><td>Oil &amp; gas exploration and production</td></tr><tr><td>Amount of issued share capital <sup>③</sup></td><td>100 shares of US\$1.00 par value</td></tr></table>	Building name/number	12	Street	Castle Street	Post town	St Helier	County/Region		Postcode	J E 2 3 R T	Country	Jersey	Objects of the company <sup>②</sup>	Oil & gas exploration and production	Amount of issued share capital <sup>③</sup>	100 shares of US\$1.00 par value	<p><sup>①</sup> This address will appear on the public record.</p> <p><sup>②</sup> Please give a brief description of the company's business.</p> <p><sup>③</sup> Please specify the amount of shares issued and the value.</p>
Building name/number	12																	
Street	Castle Street																	
Post town	St Helier																	
County/Region																		
Postcode	J E 2 3 R T																	
Country	Jersey																	
Objects of the company <sup>②</sup>	Oil & gas exploration and production																	
Amount of issued share capital <sup>③</sup>	100 shares of US\$1.00 par value																	

## Part 4 Officers of the company

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

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

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

### Continuation pages

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

### Secretary

#### D1 Secretary details<sup>①</sup>

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

Full forename(s)

Surname

Former name(s)<sup>②</sup>

#### ① Corporate details

Please use Sections E1-E5 to enter corporate secretary details.

#### ② Former name(s)

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

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

Building name/number

Street

Post town

County/Region

Postcode

Country

#### ③ Service address

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

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

#### D3 Secretary's authority

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

Extent of authority

- ☐ Limited <sup>①</sup>  
☐ Unlimited

Description of limited authority, if applicable

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

- ☐ Alone  
☐ Jointly <sup>②</sup>

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

① If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

② If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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### Corporate secretary

<b>E1</b>	<b>Corporate secretary details<sup>①</sup></b>	
	Use this section to list all the corporate secretaries of the company. Please complete Sections E1-E5. Please use a continuation page if necessary.	
Name of corporate body or firm	Capita Secretaries Limited	<b>① Registered or principal address</b> This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
Building name/number	12	
Street	Castle Street	
Post town	St Helier	
County/Region		
Postcode	J E 2 3 R T	
Country	Jersey	
<b>E2</b>	<b>Location of the registry of the corporate body or firm</b>	
	Is the corporate secretary registered within the European Economic Area (EEA)? → Yes Complete Section E3 only → No Complete Section E4 only	
<b>E3</b>	<b>EEA companies<sup>②</sup></b>	
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.	<b>② EEA</b> A full list of countries of the EEA can be found in our guidance: <a href="http://www.gov.uk/companieshouse">www.gov.uk/companieshouse</a>  <b>③</b> This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).
Where the company/firm is registered <sup>③</sup>		
Registration number		
<b>E4</b>	<b>Non-EEA companies</b>	
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.	<b>④ Non-EEA</b> Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
Legal form of the corporate body or firm	A company limited by shares	
Governing law	Jersey	
If applicable, where the company/firm is registered <sup>④</sup>	Jersey	
If applicable, the registration number	105414	

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### Corporate secretary's authority

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

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### Director

<b>F1</b>	<b>Director details <sup>①</sup></b>	
	Use this section to list all the directors of the company. Please complete <b>Sections F1-F5. For a corporate director, complete Sections G1-G5.</b> Please use a continuation page if necessary.	
Full forename(s)	Oliver Francis	
Surname	Quinn	
Former name(s) <sup>②</sup>		
Country/State of residence <sup>③</sup>	United Kingdom	
Nationality	British	
Month/year of birth <sup>④</sup>	X X    m0 m6    y1 y9 y7 y8	
Business occupation (if any) <sup>⑤</sup>	Company Director	

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

**② Former name(s)**  
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

**③ Country/State of residence**  
This is in respect of your usual residential address as stated in Section F5.

**④ Month and year of birth**  
Please provide month and year only. Provide full date of birth in section F4.

**⑤ Business occupation**  
If you have a business occupation, please enter here. If you do not, please leave blank.

<b>F2</b>	<b>Director's service address <sup>⑥</sup></b>	
Building name/number	Level 4	
Street	123 Victoria Street	
Post town	London	
County/Region		
Postcode	S W 1 E    6 D E	
Country	United Kingdom	

**⑥ Service address**  
This is the address that will appear on the public record. This does not have to be your usual residential address.

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

<b>F3</b>	<b>Director's authority</b>	
	Please enter the extent of your authority as director. Please tick one box.	
Extent of authority	<input type="checkbox"/> Limited <sup>⑦</sup> <input checked="" type="checkbox"/> Unlimited	
Description of limited authority, if applicable		
	Are you authorised to act alone or jointly? Please tick one box.	
	<input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly <sup>⑧</sup>	
If applicable, name(s) of person(s) with whom you are acting jointly		

**⑦** If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

**⑧** If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.



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### Corporate director

<b>G1</b>	<b>Corporate director details ①</b>	<b>① Registered or principal address</b> This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
Use this section to list all the corporate directors of the company. <b>Please complete G1-G5. Please use a continuation page if necessary.</b>		
Name of corporate body or firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		

<b>G2</b>	<b>Location of the registry of the corporate body or firm</b>
Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete <b>Section G3</b> only → No Complete <b>Section G4</b> only	

<b>G3</b>	<b>EEA companies ②</b>	<b>② EEA</b> A full list of countries of the EEA can be found in our guidance: <a href="http://www.gov.uk/companieshouse">www.gov.uk/companieshouse</a>  <b>③</b> This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).
Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.		
Where the company/firm is registered ③		
Registration number		

<b>G4</b>	<b>Non-EEA companies</b>	<b>④ Non-EEA</b> Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.		
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ④		
If applicable, the registration number		

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### Corporate director's authority

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

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## Part 5 UK establishment details

<b>H1</b>	<b>Documents previously delivered - constitution</b> Has the company previously registered a certified copy of the company's constitution with material delivered in respect of another UK establishment? → <b>No</b> Go to <b>Section H3</b> . → <b>Yes</b> Please enter the UK establishment number below and then go to <b>Section H2</b> .	
UK establishment registration number	B R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
<b>H2</b>	<b>Documents previously delivered – accounting documents</b> Has the company previously delivered a copy of the company's accounting documents with material delivered in respect of another UK establishment? → <b>No</b> Go to <b>Section H3</b> . → <b>Yes</b> Please enter the UK establishment number below and then go to <b>Section H3</b> .	
UK establishment registration number	B R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
<b>H3</b>	<b>Delivery of accounts and reports</b> This section <b>must</b> be completed. Please state if the company intends to comply with accounting requirements with respect to this establishment or in respect of another UK establishment. <sup>①</sup> <input checked="" type="checkbox"/> In respect of this establishment. Please go to <b>Section H4</b> . <input type="checkbox"/> In respect of another UK establishment. Please give the registration number below, then go to <b>Section H4</b> .	<sup>①</sup> Please tick the appropriate box.
UK establishment registration number	B R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
<b>H4</b>	<b>Particulars of UK establishment <sup>①</sup></b> You <b>must</b> enter the name and address of the UK establishment. Name of establishment Ophir Gas Marketing Limited Building name/number Level 4 Street 123 Victoria Street Post town London County/Region Postcode S W 1 E <input type="text"/> 6 D E Country United Kingdom Please give the date the establishment was opened and the business of the establishment. Date establishment opened <sup>d</sup> 3 <sup>d</sup> 1 <sup>m</sup> 1 <sup>m</sup> 0 <sup>y</sup> 2 <sup>y</sup> 0 <sup>y</sup> 1 <sup>y</sup> 7 Business carried on at the UK establishment Exploration, development & production of oil & gas	<b>① Address</b> This is the address that will appear on the public record.

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**Part 6 Permanent representative**

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

**J1 Permanent representative's details**

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

**Continuation pages**

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

Full forename(s) Philip

Surname Laing

**J2 Permanent representative's service address <sup>①</sup>**

Building name/number Level 4

Street 123 Victoria Street

Post town London

County/Region

Postcode S W 1 E 6 D E

Country United Kingdom

**① Service address**

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

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

**J3 Permanent representative's authority**

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

Extent of authority

☐ Limited <sup>②</sup>

☒ Unlimited

Description of limited authority, if applicable

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

☒ Alone

☐ Jointly <sup>③</sup>

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

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

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

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## Part 7

### Person authorised to accept service

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

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

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

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

## K1

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

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

#### Continuation pages

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

Full forename(s)

Surname

## K2

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

Building name/number

Street

Post town

County/Region

Postcode

Country

#### ① Service address

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

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## Part 8

## Signature

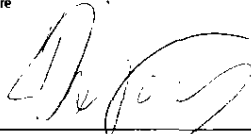
This must be completed by all companies.

I am signing this form on behalf of the company.

Signature

Signature

X



X

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

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## Registration of an overseas company opening a UK establishment

### Director

<b>F1</b>	<b>Director details <sup>①</sup></b>		
	Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.		<b>① Corporate details</b> Please use Sections G1-G5 to enter corporate director details.
Full forename(s)	Anthony John		<b>② Former name(s)</b> Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.
Surname	Rouse		
Former name(s) <sup>②</sup>			<b>③ Country/State of residence</b> This is in respect of your usual residential address as stated in Section F5.
Country/State of residence <sup>③</sup>	United Kingdom		
Nationality	British		<b>④ Month and year of birth</b> Please provide month and year only. Provide full date of birth in section F4.
Month/year of birth <sup>④</sup>	<div>X X</div> <div>m1 m2</div> <div>y1 y9 y5 y6</div>		
Business occupation (if any) <sup>⑤</sup>	Company Director		<b>⑤ Business occupation</b> If you have a business occupation, please enter here. If you do not, please leave blank.

<b>F2</b>	<b>Director's service address <sup>⑥</sup></b>		
Building name/number	Level 4		<b>⑥ Service address</b> This is the address that will appear on the public record. This does not have to be your usual residential address.  If you provide your residential address here it will appear on the public record.
Street	123 Victoria Street		
Post town	London		
County/Region			
Postcode	S W 1 E 6 D E		
Country	United Kingdom		

<b>F3</b>	<b>Director's authority</b>		
	Please enter the extent of your authority as director. Please tick one box.		<b>⑦ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.</b>  <b>⑧ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.</b>
Extent of authority	<input type="checkbox"/> Limited <sup>⑦</sup> <input checked="" type="checkbox"/> Unlimited		
Description of limited authority, if applicable			
	Are you authorised to act alone or jointly? Please tick one box.		
	<input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly <sup>⑧</sup>		
If applicable, name(s) of person(s) with whom you are acting jointly			

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## Registration of an overseas company opening a UK establishment

### Permanent representative

<b>J1</b>	<b>Permanent representative's details</b>	
	Please use this section to list all the permanent representatives of the company. Please complete <b>Sections J1-J4</b> .	
Full forename(s)	Robert Dylan	
Surname	Lyons	
<b>J2</b>	<b>Permanent representative's service address <sup>1</sup></b>	
Building name/number	Level 4	
Street	123 Victoria Street	
Post town	London	
County/Region		
Postcode	S W 1 E 6 D E	
Country	United Kingdom	
	<b><sup>1</sup> Service address</b> This is the address that will appear on the public record. This does not have to be your usual residential address.  If you provide your residential address here it will appear on the public record.	
<b>J3</b>	<b>Permanent representative's authority</b>	
	Please enter the extent of your authority as permanent representative. Please tick one box.	
Extent of authority	<input type="checkbox"/> Limited <sup>2</sup> <input checked="" type="checkbox"/> Unlimited	
Description of limited authority, if applicable	Are you authorised to act alone or jointly? Please tick one box.  <input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly <sup>3</sup>	
If applicable, name(s) of person(s) with whom you are acting jointly		
	<b><sup>2</sup> If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.</b>  <b><sup>3</sup> If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.</b>	



# OS IN01 - continuation page

## Registration of an overseas company opening a UK establishment

### Director

<b>F1</b>	<b>Director details <sup>①</sup></b>		
	Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.		<b>① Corporate details</b> Please use Sections G1-G5 to enter corporate director details.
Full forename(s)	Nicholas John		<b>② Former name(s)</b> Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.
Surname	Cooper		
Former name(s) <sup>②</sup>			<b>③ Country/State of residence</b> This is in respect of your usual residential address as stated in Section F5.
Country/State of residence <sup>③</sup>	United Kingdom		
Nationality	British		<b>④ Month and year of birth</b> Please provide month and year only. Provide full date of birth in section F4.
Month/year of birth <sup>④</sup>	<div>X</div> <div>X</div> <div>m1</div> <div>m1</div> <div>y1</div> <div>y9</div> <div>y6</div> <div>y7</div>		
Business occupation (if any) <sup>⑤</sup>	Company Director		<b>⑤ Business occupation</b> If you have a business occupation, please enter here. If you do not, please leave blank.

<b>F2</b>	<b>Director's service address <sup>⑥</sup></b>		
Building name/number	Level 4		<b>⑥ Service address</b> This is the address that will appear on the public record. This does not have to be your usual residential address.  If you provide your residential address here it will appear on the public record.
Street	123 Victoria Street		
Post town	London		
County/Region			
Postcode	<div>S</div> <div>W</div> <div>1</div> <div>E</div> <div></div> <div>6</div> <div>D</div> <div>E</div>		
Country	United Kingdom		

<b>F3</b>	<b>Director's authority</b>		
	Please enter the extent of your authority as director. Please tick one box.		<b>⑦ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.</b>  <b>⑧ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.</b>
Extent of authority	<input type="checkbox"/> Limited <sup>⑦</sup> <input checked="" type="checkbox"/> Unlimited		
Description of limited authority, if applicable			
	Are you authorised to act alone or jointly? Please tick one box.		
	<input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly <sup>⑧</sup>		
If applicable, name(s) of person(s) with whom you are acting jointly			

# OS IN01

## Registration of an overseas company opening a UK establishment



### Presenter information

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

Contact name Lucy Morris

Company name Ophir Energy

Address Level 4

123 Victoria Street

Post town London

County/Region

Postcode S W 1 E 6 D E

Country UK

DX

Telephone 020 7811 2451



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



### Important information

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



### How to pay

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



### Where to send

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

#### England and Wales:

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

#### Scotland:

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

#### Northern Ireland:

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

#### Higher protection

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



### Further information

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

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

**COMPANIES (JERSEY) LAW 1991**

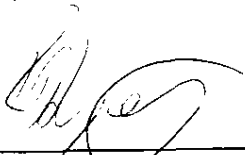
**MEMORANDUM OF ASSOCIATION**

**of**

**OPHIR GAS MARKETING LIMITED**

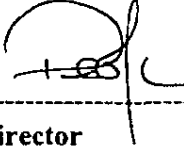
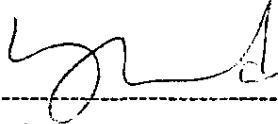
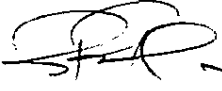
1. The name of the Company is Ophir Gas Marketing Limited.
2. The Company shall have unrestricted corporate capacity.
3. The Company is a private company.
4. The Company is a par value company.
5. The liability of each member arising from his holding of a share is limited to the amount (if any) unpaid on it.
6. The share capital of the Company is United States Dollars 10,000,000.00 divided into 10,000,000 limited liability shares of United States Dollars 1.00 each.

I hereby certify this is a true and correct  
copy of the Company's constitution.



Robert Lyons  
Permanent Representative

We, the persons whose names and addresses are set out below, wish to form a company in accordance with this memorandum of association, and we agree to take the number of shares in the capital of the Company noted opposite our names.

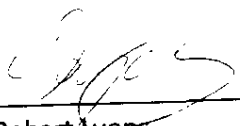
Name and Address of Subscriber	Number of Shares Taken	Signature
Ophir East Africa Holdings Limited 12 Castle Street St Helier Jersey JE2 3RT Channel Islands	100	 ----- Director
		 ----- Director
Dated this 30 <sup>th</sup> day of March 2010		 -----
Witness to the above signatures		Robert Burke 12 Castle Street St Helier Jersey JE2 3RT Channel Islands

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I hereby certify this is a true and correct copy of the Company's constitution.

**COMPANIES (JERSEY) LAW 1991**  
**ARTICLES OF ASSOCIATION**  
**of**  
**OPHIR GAS MARKETING LIMITED**

  
Robert Lyons  
Permanent Representative

**1. Definitions and Interpretations**

1.1 In these Articles, unless the context otherwise requires, the following expressions shall have the following meanings:

**"Alternate Director"** means any alternate director of the Company appointed in accordance with these Articles;

**"Articles"** means these articles of association as amended from time to time;

**"Company"** means the company incorporated under the Law in respect of which these Articles have been registered;

**"Director"** means any director of the Company appointed in accordance with these Articles;

**"Holder"** means, in relation to Shares, the member whose name is entered in the register of members of the Company as the holder of those Shares;

**"Law"** means the Companies (Jersey) Law 1991 including any statutory modification or re-enactment thereof for the time being in force;

**"Memorandum"** means the memorandum of association of the Company as amended from time to time;

**"Office"** means the registered office of the Company;

**"Ophir Director"** means a Director appointed from time to time by Ophir Energy plc in terms of Article 16.

**“Ordinary Resolution”** means a resolution of the Company either in general meeting passed by a simple majority of the votes cast at that meeting or in writing in accordance with Article 15;

**“Seal”** means the common seal or official seal of the Company;

**“Secretary”** means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

**“Share”** means a share in the capital of the Company; and

**“Special Resolution”** means a special resolution as defined in the Law.

1.2 In these Articles, save where the context otherwise requires:

- (a) the Schedule forms part of these Articles;
- (b) the word “person” includes a firm, a body corporate, an unincorporated association or an authority;
- (c) the singular includes the plural and vice versa;
- (d) where a word or phrase is given a particular meaning, other grammatical forms of that word or phrase have corresponding meanings;
- (e) a reference to an “Article” is a reference to an article of these Articles;
- (f) a reference to writing includes typewriting, printing, telegram, facsimile or other modes of representing or reproducing words in a visible form;
- (g) headings are inserted for convenience and do not affect the interpretation of these Articles; and
- (h) words or expressions defined in the Law shall have the same meaning where used in these Articles but excluding any statutory modification thereof not in force when these Articles became binding on the Company.

- 1.3 The Standard Table prescribed pursuant to the Law shall not apply to the Company and is expressly excluded in its entirety.

## **2. Share Capital**

- 2.1 Subject to the provisions of the Law, these Articles and any special rights attached to any existing Shares:
- (a) any Share may be issued with such rights or restrictions as the Company may by Ordinary Resolution determine; and
  - (b) the Company may issue fractions of Shares and any such fractional Shares shall rank *pari passu* in all respects with the other Shares of the same class issued by the Company.
- 2.2 Subject to the provisions of these Articles, the unissued Shares shall be at the disposal of the Directors and they may allot, grant options over or otherwise dispose of them to such persons, at such times and generally on such terms as they think fit.
- 2.3 Subject to the provisions of the Law, the Company may issue Shares which are to be redeemed, or are liable to be redeemed, at the option of the Company or at the option of the Holder holding such redeemable Shares and on such terms and in such manner as may be determined by Ordinary Resolution.
- 2.4 The Company may exercise the powers of paying commissions conferred by the Law. Subject to the provisions of the Law, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid Shares or partly in one way and partly in the other.
- 2.5 Save as required by law, no person shall be recognised by the Company as holding any Share upon any trust and (save as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise (even when having notice thereof) any interest in any Share save an absolute right of the Holder of such Share to the entirety thereof.



- 2.6 The Company shall not be required to enter the names of more than four joint Holders in respect of any Share in the register of members of the Company.

### **3. Special Rights Attaching to Classes of Shares**

- 3.1 Whenever the capital of the Company is divided into different classes of Shares, the special rights attached to any class may (unless otherwise provided by the terms of issue of the Shares of that class) be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding-up:

- (a) in the case of a par value company, with the consent in writing of the Holders of a majority in nominal value of the issued Shares of that class;  
or
- (b) in the case of a no par value company, with the consent in writing of the Holders of a majority in number of the issued Shares of that class; or
- (c) with the sanction of an Ordinary Resolution passed at a separate meeting of the Holders of the issued Shares of that class.

- 3.2 The provisions of these Articles relating to general meetings or to the proceedings thereat shall apply, mutatis mutandis, to each separate meeting held pursuant to this Article save that:

- (a) in the case of a meeting of the Holders of a class of par value Shares, the quorum shall be persons holding or representing by proxy not less than one-third in nominal value of the issued Shares of that class; and
- (b) in the case of a meeting of the Holders of a class of no par value Shares, the quorum shall be persons holding or representing by proxy not less than one-third in number of the issued Shares of that class,

but provided that if, at any adjourned meeting of such Holders, a quorum as above defined is not present, those Holders who are present shall be a quorum.

- 3.3 The special rights conferred upon the Holders of any Shares or class of Shares issued with preferred, deferred or other special rights shall (unless otherwise

expressly provided by the terms of issue of such Shares) be deemed not to be varied by the creation or issue of further Shares or further classes of Shares ranking *pari passu* therewith.

#### **4. Share Certificates**

- 4.1 Every Holder, upon becoming a Holder, shall be entitled without payment to one certificate for all the Shares of each class held by him (and, upon transferring a part of his holding of Shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his Shares upon payment, for every certificate after the first, of such reasonable sum as the Directors may determine.
- 4.2 Every certificate shall either be sealed with the Seal or signed by two Directors or a Director and the Secretary, as the Directors shall determine, and shall specify the number, class and distinguishing numbers (if any) of the Shares to which it relates and the amount or respective amounts paid up thereon. 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 joint Holder shall be a sufficient delivery to all of them.
- 4.3 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine, but otherwise free of charge and (in the case of defacement or wearing out) on delivery up of the old certificate.

#### **5. Lien**

- 5.1 The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that Share. The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to any amount payable in respect of it.

- 5.2 The Company may sell in such manner as the Directors may determine any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 days after notice has been given to the Holder of such Shares or to the person entitled to it in consequence of the death, bankruptcy or incapacity of the Holder, demanding payment and stating that, if the notice is not complied with, the Shares may be sold.
- 5.3 To give effect to a sale of Shares pursuant to this Article, the Directors may authorise some person to execute an instrument of transfer of the Shares sold to or in accordance with the directions of the purchaser. The title of the transferee to the Shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 5.4 The net proceeds of the sale after payment of the costs shall be applied in payment of so much of the sum for which the lien exists as is presently payable and any residue shall (upon delivery to the Company for cancellation of the certificate or certificates for the Shares sold and subject to a like lien for any moneys not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

## **6. Calls on Shares and Forfeiture**

- 6.1 Subject to the terms of allotment, the Directors may make calls upon the Holders in respect of any consideration agreed to be paid for such Shares that remains unpaid and each Holder shall (subject to receiving at least 14 days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on such Shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect whereof the call was made.
- 6.2 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.

- 6.3 The joint Holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
- 6.4 If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day upon which it became due and payable until it is paid at the rate fixed by the terms of allotment of the Share or in the notice of the call or at such rate not exceeding ten per cent per annum as the Directors may determine provided that the Directors may waive payment of the interest wholly or in part.
- 6.5 An amount payable in respect of a Share on allotment or at any fixed date shall be deemed to be a call and, if it is not paid, the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call. The Company may accept from a Holder the whole or a part of the amount remaining unpaid on Shares held by him although no part of that amount has been called up.
- 6.6 Subject to the terms of allotment, the Directors may make arrangements on the issue of Shares for a difference between the Holders in the amounts and times of payment of calls on their Shares.
- 6.7 If a call remains unpaid after it has become due and payable, the Directors may give to the person from whom it is due not less than 14 days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that, if the notice is not complied with, the Shares in respect of which the call was made will be liable to be forfeited.
- 6.8 If the notice is not complied with, any Share in respect of which it was given may, at the discretion of the Directors, be before the payment required by the notice has been made either:
- (a) forfeited by a resolution of the Directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture; or

(b) accepted by the Company as surrendered by the Holder thereof in lieu of such forfeiture.

6.9 A forfeited or surrendered Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors determine either to the person who was before the forfeiture the Holder or to any other person and, at any time before sale, re-allotment or other disposition, the forfeiture or surrender may be cancelled on such terms as the Directors think fit. Where, for the purposes of its disposal, a forfeited or surrendered Share is to be transferred to any person, the Directors may authorise some person to execute an instrument of transfer of the Share to that person.

6.10 A person any of whose Shares have been forfeited or surrendered shall cease to be a Holder in respect of them and shall deliver to the Company for cancellation the certificate for the Shares forfeited or surrendered but shall remain liable to the Company for all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of those Shares with interest at the rate at which interest was payable on those moneys before such forfeiture or surrender or at such rate not exceeding ten per cent per annum as the Directors may determine from the date of forfeiture or surrender until payment provided that the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or surrender or for any consideration received on their disposal.

6.11 A declaration under oath by a Director or the Secretary that a Share has been forfeited or surrendered on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the Share and the person to whom the Share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the Share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture, surrender or disposal of the Share.

## **7. Transfer of Shares**

- 7.1 The instrument of transfer of a Share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor and, unless the Shares are fully paid, by or on behalf of the transferee.
- 7.2 The Directors may refuse to register the transfer of a Share (whether fully paid or not) to a person of whom they do not approve and they may refuse to register the transfer of a Share on which the Company has a lien. They may also refuse to register a transfer unless the instrument of transfer is:
- (a) lodged at the Office or at such other place as the Directors may appoint and is accompanied by the certificates for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
  - (b) in respect of only one class of Shares; and
  - (c) in favour of not more than four transferees.
- 7.3 If the Directors refuse to register a transfer of a Share, they shall, within two months after the date on which the instrument of transfer was lodged with the Company, send to the transferor and the transferee notice of the refusal.
- 7.4 The registration of transfers of Shares or of transfers of any class of Shares may be suspended at such times and for such periods (not exceeding 30 days in any year) as the Directors may determine.
- 7.5 No fee shall be charged for the registration of any instrument of transfer or, subject as otherwise herein provided, any other document relating to or affecting the title to any Share.
- 7.6 The Company shall be entitled to retain any instrument of transfer which is registered but any instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

## **8. Transmission of Shares**

- 8.1 If a Holder dies, the survivor or survivors (where he was a joint Holder) and his personal representatives (where he was a sole Holder or the only survivor of joint Holders) shall be the only persons recognised by the Company as having any title to his interest provided that nothing herein contained shall release the estate of a deceased Holder from any liability in respect of any Share which had been jointly held by him.
- 8.2 A person becoming entitled to a Share in consequence of the death, bankruptcy or incapacity of a Holder may, upon such evidence being produced as the Directors may properly require, elect either to become the Holder of such Share or to make such transfer thereof as the deceased, bankrupt or incapacitated Holder could have made. If he elects to become the Holder, he shall give notice to the Company to that effect. If he elects to transfer the Share, he shall execute an instrument of transfer of the Share to the transferee. All of the provisions of these Articles relating to the transfer of Shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the Holder and the death, bankruptcy or incapacity of the Holder had not occurred.
- 8.3 A person becoming entitled to a Share in consequence of the death, bankruptcy or incapacity of a Holder shall have the rights to which he would be entitled if he were the Holder of such Share save that he shall not before being registered as the Holder be entitled in respect of it to attend or vote at any general meeting or at any separate meeting of the Holders of that class of Shares in the Company.

## **9. Alteration of Share Capital**

- 9.1 Whenever, as a result of a consolidation of Shares, any Holders would become entitled to fractions of a Share, the Directors may, in their absolute discretion, on behalf of those Holders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Law, the Company) and distribute the net proceeds of sale in due proportion among those Holders, and the Directors may authorise some person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the

purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

- 9.2 Subject to the provisions of the Law, the Company may convert existing non-redeemable Shares (whether issued or not) into Shares which are to be redeemed, or are liable to be redeemed, at the option of the Company or at the option of the Holder holding such redeemable Shares and on such terms and in such manner as may be determined by Ordinary Resolution.

## **10. General Meetings**

- 10.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 10.2 The Directors may call general meetings and, on the requisition of Holders pursuant to the provisions of the Law, shall forthwith proceed to call a general meeting for a date not later than two months after the receipt of the requisition. If there are not sufficient Directors to call a general meeting, any Director or any Holder may call such a meeting.

## **11. Notice of General Meetings**

- 11.1 An annual general meeting or a general meeting called for the passing of a Special Resolution shall be called by at least 21 days' notice. All other meetings shall be called by at least 14 days' notice but a general meeting may be called by shorter notice if it is so agreed:
- (a) in the case of an annual general meeting, by all the Holders entitled to attend and vote thereat; and
  - (b) in the case of any other meeting, by a majority in number of the Holders having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent of the total voting rights of the Holders who have that right.



- 11.2 The notice shall specify the day, time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
- 11.3 Subject to the provisions of these Articles and to any restrictions imposed on any Shares, the notice shall be given to all Holders, to all persons who have become entitled to a Share following the death, bankruptcy or incapacity of a Holder and to the Directors and auditors (if any).
- 11.4 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 the meeting.

## **12. Proceedings at General Meetings**

- 12.1 No business shall be transacted at any meeting unless a quorum is present. The quorum shall be:
- (a) if all the issued Shares are held by the same Holder, one person being such Holder present in person or by proxy; and
  - (b) otherwise, two persons entitled to vote upon the business to be transacted, each being a Holder present in person or by proxy.
- 12.2 If such a quorum is not present within half an hour from the time appointed for the meeting or if, during a meeting, such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or such day, time and place as the chairman may determine and, if at such adjourned meeting, a quorum is not present within five minutes from the time appointed for the holding of the meeting, those Holders present in person or by proxy shall be a quorum.
- 12.3 The chairman, if any, of the board of Directors or, in his absence, some other Director nominated by the Directors shall preside as chairman of the meeting but, if neither the chairman nor such other Director (if any) is present within 15 minutes after the time appointed for holding the meeting and willing to act, the

Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he shall be chairman.

- 12.4 If no Director is willing to act as chairman, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Holders present and entitled to vote shall choose one of their number to be chairman.
- 12.5 A Director or a representative of the auditors (if any) shall, notwithstanding that he is not a Holder, be entitled to attend and speak at any general meeting and at any separate meeting of the Holders of any class of Shares.
- 12.6 The chairman may, with the consent of a general meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the general meeting from time to time and from place to place, but no business shall be transacted at an adjourned general meeting other than business which might properly have been transacted at such meeting had the adjournment not taken place. No notice of any adjourned meeting need be given save that, when a general meeting is adjourned for 14 days or more, at least seven days' notice shall be given specifying the day, time and place of the adjourned meeting and the general nature of the business to be transacted.
- 12.7 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Law, a poll may be demanded:
- (a) by the chairman; or
  - (b) by at least two Holders having the right to vote on the resolution; or
  - (c) by a Holder or Holders representing not less than one-tenth of the total voting rights of all the Holders having the right to vote on the resolution;  
or
  - (d) by a Holder or Holders holding Shares conferring a right to vote on the resolution being Shares on which an aggregate sum has been paid up

equal to not less than one-tenth of the total sum paid up on all the Shares conferring that right,

and a demand by a person as proxy for a Holder shall be the same as a demand by the Holder.

- 12.8 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority 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 the resolution.
- 12.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result on a show of hands declared before the demand was made.
- 12.10 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Holders) and fix a day, time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 12.11 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 12.12 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 either forthwith or at such day, time and place as the chairman directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result on a show of hands and the demand is duly withdrawn before the poll is taken, the meeting shall continue as if the demand had not been made.

- 12.13 No notice need be given of a poll not taken forthwith if the day, time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven days' notice shall be given specifying the day, time and place at which the poll is to be taken.

### **13. Votes of Holders**

- 13.1 Subject to any rights or restrictions attached to any Shares, on a show of hands, every Holder who is present in person shall have one vote and, on a poll, every Holder present in person or by proxy shall have one vote for every Share of which he is the Holder.
- 13.2 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 seniority shall be determined by the order in which the names of the Holders stand in the register of members of the Company.
- 13.3 A Holder in respect of whom an order has been made by any court having jurisdiction (whether in Jersey or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator or other person authorised in that behalf appointed by that court, and any such receiver, curator or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place within Jersey as is specified in accordance with these Articles for the deposit of instruments of proxy, before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and, in default, the right to vote shall not be exercisable.
- 13.4 No Holder shall vote at any general meeting or at any separate meeting of the Holders of any class of Shares, either in person or by proxy, in respect of any Share held by him unless all moneys presently payable by him in respect of that Share have been paid.

- 13.5 No objection shall be raised to the qualification of any person to vote save at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 13.6 On a poll, votes may be given either personally or by proxy. A Holder may appoint more than one proxy to attend on the same occasion.
- 13.7 An instrument appointing a proxy shall be in writing in any usual form, or as approved by the Directors, and shall be executed by or on behalf of the appointor.
- 13.8 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Office or at such other place as is specified for that purpose in the notice of the meeting or in the instrument of proxy issued by the Company before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, before the time appointed for taking the poll and, in default, the instrument of proxy shall not be treated as valid.
- 13.9 A vote given or a poll demanded by proxy or by a duly authorised representative of a body corporate shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

#### **14. Corporations Acting by Representatives**

Any corporation which is a Holder may, by resolution of its Directors or other governing body, authorise such person as it thinks fit to act as its representative at any general meeting or at any meeting of any class of Holders, 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 a natural person who is a Holder. A corporation present at any meeting by such representative shall be deemed for the purposes of these Articles to be present in person.

## **15. Resolutions in Writing**

15.1 Anything that may, in accordance with the provisions of the Law, be done by a resolution in writing signed by or on behalf of each Holder is authorised by these Articles without any restriction.

15.2 The Directors may determine the manner in which resolutions shall be put to Holders pursuant to the terms of this Article and, without prejudice to the discretion of the Directors, provision may be made in the form of a resolution in writing for each Holder to indicate how many of the votes which he would have been entitled to cast at a meeting to consider the resolution he wishes to cast in favour of or against such resolution or to be treated as abstentions and the result of any such resolution in writing need not be unanimous and shall be determined upon the same basis as on a poll.

## **16. Number of Directors**

The number of Directors (other than Alternate Directors) shall not be subject to any maximum but shall be not less than two. Provided that at all times whilst Ophir Energy plc ("Ophir") remains ultimate parent of the Company, Ophir shall have the right to appoint one Director to the board of directors of the Company.

## **17. Alternate Directors**

17.1 Any Director (other than an Alternate Director) may appoint any other Director, or any other person, to be an Alternate Director and may remove from office an Alternate Director so appointed by him.

17.2 An Alternate Director shall be entitled to attend, be counted towards a quorum and vote at any meeting of Directors and any meeting of committees of Directors of which his appointor is a member at which the Director appointing him is not

personally present, and generally to perform all the functions of his appointor as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an Alternate Director. It shall not be necessary to give notice of such a meeting to an Alternate Director.

- 17.3 An Alternate Director shall cease to be an Alternate Director if his appointor ceases to be a Director.
- 17.4 Any appointment or removal of an Alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
- 17.5 Save as otherwise provided in these Articles, an Alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

## **18. Powers of Directors**

- 18.1 Subject to the provisions of the Law, the Memorandum, these Articles and any directions given by Special Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company in any part of the world.
- 18.2 No alteration of the Memorandum or these Articles and no direction given by Special Resolution shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given.
- 18.3 The powers given by this Article shall not be limited by any special power given to the Directors by these Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 18.4 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

**19. Delegation of Directors' Powers**

The Directors may delegate any of their powers to any committee consisting of one or more Directors and (if thought fit) one or more other persons, provided that a majority of the members of the committee shall be Directors. No resolution of a committee shall be effective unless a majority of those present when it is passed are Directors and, in the case of the items listed in the Schedule, unless one of those Directors present is the Ophir Director. The Directors may also delegate to any managing director of the Company or any other Director (whether holding any other executive office or not) such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions that the Directors may impose, either collaterally with or to the exclusion of their own powers, and may be revoked or altered. Subject to any such conditions, the proceedings of a committee shall be governed by these Articles regulating the proceedings of Directors so far as they are capable of applying.

**20. Appointment of Directors**

20.1 The first Directors shall be determined in writing by the subscribers to the Memorandum, or a majority of them.

20.2 The Directors shall have power at any time, and from time to time, without sanction of the Company in general meeting, to appoint any person to be a Director, either to fill a casual vacancy or as an additional Director.

20.3 The Company may by Ordinary Resolution appoint any person as a Director.

**21. Disqualification, Removal and Resignation of Directors**

21.1 The office of a Director shall be vacated if:

- (a) he ceases to be a Director by virtue of any provision of the Law or becomes prohibited by law from, or is disqualified from, being a Director;  
or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or



- (c) he resigns his office by notice to the Company; or
- (d) the Company so resolves by Ordinary Resolution.

21.2 A Director may resign from office as a Director by giving notice in writing to that effect to the Company at the Office, which notice shall be effective upon such date as may be specified in such notice, failing which upon delivery, to the Office.

## **22. Remuneration of Directors**

The Directors shall be entitled to such remuneration as the Company may by Ordinary Resolution determine and, unless such resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

## **23. Directors' Expenses**

The Directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees or general meetings or separate meetings of the Holders of any class of Shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

## **24. Directors' Appointments and Interests**

24.1 Subject to the provisions of the Law, the Directors may appoint one or more of their number to the office of managing director of the Company or to any other executive office in the Company and may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors (with the approval of the Ophir Director) determine and they may remunerate any such Director for his services as they think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim for damages for breach of the contract of service between the Director and the Company. The Directors may also (without

prejudice to any claim for damages for breach of any agreement between the Director and the Company) remove a Director from any executive office.

24.2 Subject to the provisions of the Law, and provided that he has disclosed to the Directors the nature and extent of any of his material interests, a Director notwithstanding his office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested or the interests of which may conflict with those of the Company;
- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- (d) 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 though he were not a Director.

24.3 For the purposes of this Article:

- (a) a general notice given by or on behalf of a Director to the Directors that such Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement with a specified person or class of persons shall be deemed to be sufficient disclosure of his interest in any such transaction or arrangement; and

- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

## **25. Directors' Gratuities and Pensions**

The Directors may resolve (with the approval of the Ophir Director) that the Company shall provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or who was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

## **26. Proceedings of Directors**

- 26.1 Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit.
- 26.2 A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors.
- 26.3 Questions arising at a meeting of Directors shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A person who has been appointed as an Alternate Director by one or more Directors shall have one vote in respect of each such appointment, in addition to any vote that he may be entitled to as a Director.
- 26.4 The quorum for the transaction of the business of the Directors may be fixed by the Directors and, unless so fixed at any other number, shall be two natural persons, provided that a quorum of Directors required to be present to consider any of the items listed in the Schedule must include the Ophir Director. In the event that the Ophir Director is not so present then the remaining directors shall not be capable of constituting a quorum. A person who is an Alternate Director

shall be counted in the quorum, and any Director acting as an Alternate Director shall, in the absence of the Director for whom he acts as Alternate Director, also be counted as one for each of the Directors for whom he acts as Alternate Director.

- 26.5 Any Director enabled to participate in the proceedings of a meeting of the Directors by means of a communication device (including a telephone) which allows all of the other Directors present at such meeting to hear at all times such Director and such Director to hear at all times all other Directors present at such meeting (in each case whether in person or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when calculating a quorum.
- 26.6 The Directors may act notwithstanding any vacancies in their number but, if the number of Directors is less than the number fixed as the quorum, the Directors or the sole continuing Director may act only for the purpose of filling vacancies or of calling a general meeting.
- 26.7 The Directors may appoint one of their number to be the chairman of the board of Directors and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he is present. If there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.
- 26.8 All acts done by a meeting of Directors, or by a committee duly authorised by the Directors, or by a person acting as a Director or Alternate Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or Alternate Director or member of such committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or Alternate Director or member of such committee and had been entitled to vote, provided

that the applicable requirements of Article 26.4 were satisfied with respect to a quorum in relation to the matters the subject of the Directors' relevant acts.

26.9 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee duly authorised by the Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee duly authorised by the Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors or, in the case of a committee, the members of such committee provided that a resolution signed by an Alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an Alternate Director, it need not be signed by the Alternate Director in that capacity.

26.10 A Director may vote in respect of any transaction or arrangement or proposed transaction or arrangement in which he has an interest which he has disclosed in accordance with these Articles and, if he does vote, his vote shall be counted and he shall be counted towards a quorum at any meeting of the Directors at which any such transaction or arrangement or proposed transaction or arrangement, shall come before the Directors for consideration.

26.11 Where proposals are under consideration concerning the appointment of two or more Directors to offices or employment with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each Director separately and each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution save that concerning his own appointment.

## **27. Secretary**

Subject to the provisions of the Law, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them.

## **28. Minutes**

As soon as practicable following conclusion of a Directors' meeting, the Secretary shall cause minutes in respect of such Directors' meeting to be made in books kept for the purpose in accordance with the Law and will provide copies of such minutes, signed by the chairman as a true and correct record of the meeting to which they relate, to all Directors.

## **29. The Seal**

29.1 The Directors may at any time resolve that the Company shall have, or shall cease to have, a common seal.

29.2 A Seal shall only be used by the authority of the Directors or of a committee authorised by the Directors. The Directors may determine who shall sign any instrument to which a Seal is affixed and, unless otherwise so determined, it shall be signed by any two Directors or a Director and the Secretary.

29.3 Subject to the provisions of the Law, the Directors may resolve to have or cease to have:

- (a) an official seal for use in any country territory or place outside Jersey, which shall be a copy of the common seal of the Company. Any such official seal shall in addition bear either the name of the country in which it is to be used or the words "branch seal"; and
- (b) an official seal for use only in connection with the sealing of securities issued by the Company and such official seal shall be a copy of the common seal of the Company but shall in addition bear the word "securities".

## **30. Dividends**

30.1 Subject to the provisions of the Law, the Company may by Ordinary Resolution declare dividends in accordance with the respective rights of the Holders, but no dividend shall exceed the amount recommended by the Directors.

- 30.2 Subject to the provisions of the Law and these Articles, the Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If different classes of Shares have been issued, the Directors may pay interim dividends on Shares which confer deferred or non-preferred rights with regard to dividend as well as on Shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided that the Directors act in good faith, they shall not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any Shares having deferred or non-preferred rights.
- 30.3 Save 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. All dividends shall be 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 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.
- 30.4 A general meeting declaring a dividend may, upon the recommendation of the Directors, 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 Directors may settle the difficulty and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any Holder upon the footing of the value so fixed in order to adjust the rights of Holders and may vest any assets in trustees.
- 30.5 Any dividend or other moneys payable in respect of a Share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the Holders of the Shares or are jointly entitled to it by reason of the death, bankruptcy or incapacity of the Holder, to the registered address of

such of those persons named in the register of members of the Company as the Directors shall in their absolute discretion determine or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint Holder or other person jointly entitled to a Share as aforesaid may give receipts for any dividend or other moneys payable in respect of such Share.

- 30.6 The Directors may deduct from any dividend or other moneys payable to any Holder on or in respect of a Share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to any Shares held by such Holder.
- 30.7 No dividend or other moneys payable in respect of a Share shall bear interest against the Company unless otherwise provided by the rights attached to such Share.
- 30.8 Any dividend which has remained unclaimed for 10 years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.

### **31. Accounts and Audits**

- 31.1 No Holder shall (as such) have any right of inspecting any accounting records or other book or document of the Company save as conferred by the Law or these Articles or authorised by the Directors or by Ordinary Resolution.
- 31.2 For so long as the Company is a wholly-owned subsidiary, the Holder may, on reasonable notice to the Directors, obtain access to the accounting records, books and other records of the Company (including minutes of Directors' meetings) and may take copies of such books and records upon payment to the Company of a reasonable fee.
- 31.3 The Company may appoint auditors to examine the accounts and report thereon in accordance with the Law.



### **32. Capitalisation of Profits**

The Directors may, with the authority of an Ordinary Resolution or, in the case of a par value company, a Special Resolution:

- (a) subject as hereinafter provided, resolve 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 of the Company's capital redemption reserve and/or, in the case of a par value company, share premium account;
- (b) appropriate the sum resolved to be capitalised to the Holders in proportion to the number or, in the case of a par value company, nominal amounts of the Shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the Shares were fully paid and the sum were distributable and were distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any Shares held by them respectively, or in paying up and allotting unissued Shares or debentures of the Company credited as partly or fully paid to those Holders, or as they may direct, in those proportions, or partly in one way and partly in the other provided that the capital redemption reserve, any profits which are not available for distribution, and, in the case of a par value company, the share premium account may, for the purposes of this Article, only be applied in paying up unissued Shares to be allotted to Holders credited as fully paid up;
- (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of Shares or debentures becoming distributable under this Article in fractions; and
- (d) authorise any person to enter on behalf of all the Holders concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any Shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such Holders.

### **33. Notices**

- 33.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing provided that a notice calling a meeting of the Directors need not be in writing.
- 33.2 The Company may give any notice to a Holder either personally or by sending it by post in a prepaid envelope addressed to the Holder at his registered address or by leaving it at that address. In the case of joint Holders of a Share, all notices shall be given to the joint Holder whose name stands first in the register of members of the Company in respect of the joint holding and notice so given shall be sufficient notice to all the joint Holders.
- 33.3 A Holder present, either in person or by proxy, at any general meeting or of the Holders of any class of Shares shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 33.4 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 of members, has been duly given to a person from which he derives his title.
- 33.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.
- 33.6 A notice may be given by the Company to the persons entitled to a Share in consequence of the death, bankruptcy or incapacity of a Holder by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a Holder, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or curator of the Holder or by any like description at the address, if any, supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death, bankruptcy or incapacity had not occurred. If more than one person would be

entitled to receive a notice in consequence of the death, bankruptcy or incapacity of a Holder, notice given to any one of such persons shall be sufficient notice to all such persons.

#### **34. Winding Up**

34.1 If the Company is wound up, the Company may, with the sanction of a Special Resolution and any other sanction required by the Law, divide the whole or any part of the assets of the Company among the Holders in specie provided that no Holder shall be compelled to accept any assets upon which there is a liability.

34.2 For the purposes of this Article, the liquidator or, where there is no liquidator, the Directors may, for that purpose, value any assets and determine how the division shall be carried out as between the Holders or different classes of Holders or vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Holders.

#### **35. Indemnity**

In so far as the Law allows, every present or former officer of the Company shall be indemnified out of the assets of the Company against any loss or liability incurred by him by reason of being or having been such an officer. The Directors, may without sanction of the Company in general meeting, authorise the purchase or maintenance by the Company for any officer or former officer of the Company of any such insurance as is permitted by the Law in respect of any liability which would otherwise attach to such officer or former officer.

### **36. SCHEDULE**

In determining the quorum for a meeting of the Directors whereat it is proposed that any of the following matters be discussed it shall be a requirement that the Ophir Director must be present at such meeting:-

- (a) An amendment to the Memorandum or Articles of Association;
- (b) An alteration in the authorised share capital of the Company (whether by way of reduction, increase, consolidation, subdivision or otherwise);
- (c) An allotment of or any offer of or invitation to subscribe for shares or other securities in the Company or the entry into any agreement to issue or grant options over shares or other securities in the Company;
- (d) An acquisition by the Company of its own shares or other securities;
- (e) The approval of any transfer of shares or other securities in the Company;
- (f) The entry into any agreement, arrangement or understanding with any member of the Company or any person associated with or connected with a member of the Company;
- (g) The acquisition or disposal of or the creation of any security interest (including in particular any lease or sub-lease) over any material asset of the Company;
- (h) Any material change in the nature of the business activities of the Company, including any entry into, acquisition or development of a new area of business or any suspension, disposal or cessation of an existing area of business;
- (i) The entry into, variation of, amendment to or termination of any material or long-term contract or the assumption of any material liability (contingent or otherwise) by the Company;
- (j) The approval of budgets and management accounts of the Company;
- (k) The declaration or payment of any dividend or distribution;

- (l) The incurring of any expenditure in relation to one item or related series of items in excess of US\$25,000;
- (m) The establishment by the Company of a subsidiary or the acquisition by the Company of any securities, obligations or other participations of any body corporate or the entry by the Company into any joint venture, partnership or other association;
- (n) Any change in the name or logo of the Company or any name or logo under which it carries on business;
- (o) The appointment of any attorney or committee or the delegation of any powers by the Directors (other than in respect of powers relating to matters not listed in this Schedule);
- (p) The issue of any notice convening a general meeting of the Company;
- (q) The enforcement by the Company of any security interest or the commencement or settlement by the Company of any litigation or other claims, actions, demands, disputes or appeals;
- (r) The voluntary liquidation of the Company or the suspension or winding up of its business or activities;
- (s) The payment by the Company of any gratuity or pension or allowance on retirement to any person or the establishment or contribution to any employee benefit scheme or arrangement;
- (t) Compromising or compounding or releasing or discharging any debt due to the Company;
- (u) Any change in the accounting policy or practices of the Company or any departure from accepted accounting practice and procedure;
- (v) The establishment by the Company of any bank account; and

The making of any operational decision required to be made, or which is customarily made, by the Directors pursuant to any joint venture document to which the Company is a party.

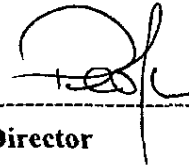
- (w) The making of any operational decision required to be made, or which is customarily made, by the Directors pursuant to any joint venture document to which the Company is a party.

We, being the subscribers to the Memorandum, want to form a company in accordance with these Articles.

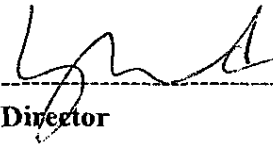
**Name and Address of  
Subscriber**

**Signature**

**Ophir East Africa Holdings Limited  
12 Castle Street  
St Helier  
Jersey JE2 3RT  
Channel Islands**



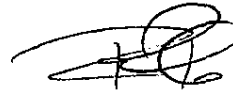
**Director**



**Director**

**Dated this 30<sup>th</sup> day of March 2009**

**Witness to the above signatures**



**Robert Burke  
12 Castle Street  
St Helier  
Jersey JE2 3RT  
Channel Islands**



**FILE COPY**

**CERTIFICATE OF REGISTRATION  
OF AN OVERSEA COMPANY**

(Registration of a UK establishment)

Company No. FC034849

UK Establishment No. BR019942

The Registrar of Companies hereby certifies that

**OPHIR GAS MARKETING LIMITED**

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

Given at Companies House on **6th December 2017**.



**Companies House**



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