

PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
of
FREUDENBERG OIL & GAS (UK) LIMITED (Company)

Circulation Date: 13th July 2011

Pursuant to section 291 of the Companies Act 2006, the Directors of the Company propose that the following resolution is passed as a written resolution of the Company, having effect as a special resolution.

DEFINITIONS

2006 Act: Companies Act 2006.

Company: Freudenberg Oil & Gas (UK) Limited (Company Number: SC193236)

Directors: the board of directors of the Company.

SPECIAL RESOLUTION

The regulations contained in the printed document attached to this Written Resolution, and for the purpose of identification signed by the Chairman, be and are approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association of the Company.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

We, the undersigned, was at the time the Resolution was circulated entitled to vote on, and hereby irrevocably agree to, the Resolution:-

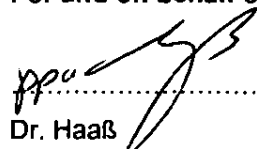
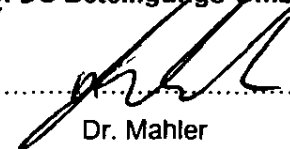
 **Barimani**

Neuwinger-Heimes

Dr. Barimani

13th July 2011

For and on behalf of DS Beteiligungs-GmbH

Dr. Haaß

Dr. Mahler

13th July 2011

For and on behalf of Freudenberg Oil & Gas
GmbH



NOTES

1. If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- By Hand: delivering the signed copy to Spearing Waite LLP, 41 Friar Lane, Leicester, LE1 5RB.
- By Post: returning the signed copy by post to Spearing Waite LLP, 41 Friar Lane, Leicester, LE1 5RB.
- By Fax: faxing the signed copy to 0116 2512009.

If you do not agree to the Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.

3. Unless, by 28 days of the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.

4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

The Companies Act 2006
Private Company Limited by Shares

Articles of Association
of
Freudenberg Oil & Gas (UK) Limited
(Company Number: SC193236)

Incorporated: 8 February 1999
Articles adopted by special resolution

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The Companies Act 2006

Private Company Limited by Shares

Articles of Association

of

Freudenberg Oil & Gas (UK) Limited

Adopted by special resolution passed *13 July* 2011

1. Preliminary

- 1.1 The model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended (such articles being hereinafter referred to as the "**Model Articles**"), shall apply to the Company, save in so far as they are varied, excluded or inconsistent with these articles.
- 1.2 Articles 12, 13, 14, 19(3), 26(5), 30(2) and 49 of the Model Articles shall not apply to the Company but the articles hereinafter contained and the remaining Articles in the Model Articles, as varied hereby, shall constitute the articles of association of the Company.
- 1.3 In these articles:
 - 1.3.1 **the Act**: means the Companies Act 2006; and
 - 1.3.2 **the Parent Company**: means Freudenberg Oil & Gas GmbH of Lorsch Str.13, 69469 Weinheim, Germany.

2. Shares

- 2.1 The directors shall not exercise any power of the Company to allot shares without the prior authority of an ordinary resolution of the Company.
- 2.2 The provisions of section 561 of the Act shall not apply to the Company.
- 2.3 The Company may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder in accordance with, and subject to, sections 684 to 689 inclusive of the Act.
- 2.4 Subject to the provisions of the Act the Company may purchase its own shares.

3. Lien

- 3.1 The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share. The Company shall also have a first and paramount lien on all shares registered in the name of any persons (whether solely or jointly with others) for all monies owing to the Company from him or his estate, either alone or jointly with any other person, whether as a member or not and whether such monies are presently payable or not. The

Company may at any time by ordinary resolution declare any share to be wholly or partly exempt from the provision of this article. The Company's lien on a share shall extend to any amount payable in respect of it.

- 3.2 The Company may sell in such manner as the Company in a general meeting shall 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 fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
- 3.3 To give effect to a sale 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.
- 3.4 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 surrender to the Company for cancellation of the certificate 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.

4. Share Transfers

- 4.1 The directors shall not have any power to register or to refuse to register the transfer of any share. Such powers shall be exercised by ordinary resolution of the Company. The Company may in its absolute discretion, and without assigning any reason therefor, decline to register any transfer of a share (whether or not it is a fully paid share).
- 4.2 No share shall be issued or transferred to any bankrupt or person of unsound mind.
- 4.3 Notwithstanding article 4.1 the Parent Company may transfer to any person(s) at any time or times any shares registered in its name and such transfer(s) shall be registered by the Company on presentation to the secretary, subject only to them being duly executed and stamped.
- 4.4
- 4.4.1 Any member (other than the Parent Company) desiring to sell a share (in this article called **the transferor**) shall give notice thereof in writing to the Company (hereinafter called a **sale notice**) constituting the Company his agent for the purpose of such sale. Such a share shall not be transferred unless it has first been offered for sale in accordance with this article.
- 4.4.2 Upon a member ceasing for any reason (including death) to be employed by the Company or ceasing to be an officer of the Company, he shall be deemed to have served a sale notice on the Company on the day following the date of such cessation in respect of all shares in the capital of the Company held by him.
- 4.4.3 No sale notice shall be withdrawn without the directors' sanction.
- 4.4.4 The directors shall obtain in writing from the Company's auditors the fair value of any shares contained in a sale notice (such value to be assessed on the basis of the sale by a willing seller to a willing buyer taking into account the proportion which the shares the subject of the sale notice bear to the whole of the issued capital of the Company) and offer such shares to the

existing members at the fair value. If, within 42 days after the sale notice has been given, a purchasing member is found for a share such purchasing member shall be bound to complete the purchase within seven days. Notice of the finding of the purchasing member shall be given to the transferor, who shall be bound on payment of the fair value to transfer the shares to the purchasing member. If the transferor fails to complete the transfer, the directors may authorise some person to transfer the share to the purchasing member and (subject to articles 4.1 and 4.2) register the purchasing member as holder of the share, issuing him a certificate therefor. The transferor shall deliver up his certificate and shall thereupon be paid the purchase money.

- 4.4.5** Within and up to the end of the 42 day period referred to in article 4.4.4 above, if two or more purchasing members are found requiring in aggregate more than the number of shares set out in the sale notice, such purchasing members shall be entitled to such shares pro rata to their existing comparative shareholdings in the shares of the same class in the Company.
- 4.4.6** Notwithstanding anything otherwise contained in this article, where more than one share is comprised in the sale notice then unless a purchasing member is found in manner aforesaid for each of the shares so comprised, no obligation to transfer or to purchase any of such shares shall arise and the directors shall be deemed not to have found a purchasing member for any of such shares.
- 4.4.7** If within 42 days of the giving of a sale notice the directors shall not give notice to the transferor that a purchasing member or members has been found for the share pursuant to article 4.4.4 or if, through no fault of the transferor, the purchase is not duly completed, the transferor may at any time within six months after the sale notice was given, sell such share to any person and at any price, subject to the provisions of articles 4.1 and 4.2 hereof.
- 4.4.8** Any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment of shares to the effect that such shares, or any of them, be allotted or issued to some person other than himself shall for the purposes of this article 4.4 be deemed to be a transfer.
- 4.4.9** Notwithstanding the provisions of this article no person shall be registered as the holder of any share the subject hereof without the consent of the Company pursuant to article 4.1.

5. General Meetings

- 5.1** No business shall be transacted at any meeting unless a quorum is present. A quorum shall be either two persons entitled to vote upon the business to be transacted (each being a member or a proxy for a member or a duly authorised representative of a corporation) or one person as aforesaid representing the Parent Company.
- 5.2** On a show of hands or on a poll votes may be given either personally or by proxy.

6. Directors' Tenure

- 6.1** Without prejudice to the powers of the Company under section 168 of the 2006 Act to remove a director by ordinary resolution, the Parent Company may at any time appoint any person to be a director, whether as an additional director or to fill vacancy, and may remove from office any director howsoever appointed. Any such appointment or removal shall be effected by notice in writing to the Company signed by a director of the Parent Company. Any such appointment or removal shall take effect when the notice effecting the same is delivered to the registered office or to the

secretary of the Company, or is produced at a meeting of the directors. Any such removal shall be without prejudice to any claim which a director may have under any contract between him and the Company.

6.2 A director shall not be required to hold any share qualification.

6.3 Any person may be appointed or elected as a director, whatever his age. No director shall be required to vacate the office of director by reason of his attaining or having attained the age of seventy years or any other age.

7. Powers of Directors

7.1 Article 3 of the Model Articles shall be amended and the words "the Act and to any directions given by ordinary resolution" shall be inserted after the words "Subject to the articles".

7.2 Notwithstanding anything contained in law or in the Model Articles the directors shall have no power to do or contract to do certain matters which may only be done or contracted to be done by ordinary resolution of the Company or by the directors pursuant to the specific authority of an ordinary resolution of the Company (and further the directors shall at all times observe the principle that only two directors acting jointly can represent the Company). The said matters are:

7.2.1 selling the undertaking, business or (except in the normal course of business) assets of the Company or any of its subsidiaries or any substantial part of any of them;

7.2.2 selling, charging or disposing of all or any interest in any shares of any subsidiary or associated company;

7.2.3 creating any subsidiary or acquiring any company or business or entering into any partnership, profit sharing arrangement or joint venture;

7.2.4 incurring any indebtedness except in the ordinary course of business;

7.2.5 creating any fixed or floating charge, lien (other than a lien arising by operation of law) or other encumbrance on the whole or any part of the undertaking property or assets of the Company or any subsidiary or associated company;

7.2.6 entering into any agreement or arrangement relating to the factoring or assigning of the book debts of the Company or any of its subsidiaries;

7.2.7 borrowing any sum of money in excess of any sum which may be determined from time to time by the Company in general meeting (being either a fixed sum or determined by reference to a formula);

7.2.8 appointing any person to be a director of the Company or any of its subsidiaries, whether as an additional director or to fill a vacancy;

7.2.9 any other matter which the Company may by ordinary resolution add to this article.

7.3 Without the prior written authority of the members of the Company from time to time and notwithstanding anything contained in law or in the Model Articles the directors shall have no power to:

7.3.1 incur any capital expenditure on any one item, or series of related items, in excess of £[•];

- 7.3.2 alter the emoluments or remuneration of any director of the Company or any of its subsidiaries;
 - 7.3.3 engage, appoint or dismiss any employee of the Company;
 - 7.3.4 make any change to the Company's bankers or those of any of its subsidiaries;
 - 7.3.5 incur any management charges (or similar) for any third party;
 - 7.3.6 commence, settle or compromise any legal or arbitration proceedings on behalf of the Company or any of its subsidiaries other than routine debt collection in the ordinary course of business;
 - 7.3.7 enter into or grant on behalf of the Company or any of its subsidiaries any guarantee or indemnity whether outright or as collateral security for any debt, liability or obligation of the Company or any of its subsidiaries or any third party.
- 7.4 Any director may participate in a meeting of the directors or a committee of directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in such manner shall be deemed to constitute presence in person at such meeting.
- 7.5 Unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum but shall not be less than one. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these articles and the quorum under Article 11(2) of the Model Articles shall be one.

8. Directors' Conflicts of Interest

- 8.1 The Directors may, in accordance with the requirements set out in this Article 8 authorise any matter proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**").
- 8.2 Any authorisation under this Article 8 will be effective only if:
- 8.2.1 the Parent Company has provided prior written authority that the Directors are authorised to give that particular question;
 - 8.2.2 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
 - 8.2.3 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
 - 8.2.4 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.
- 8.3 Any authorisation of a matter under this Article may (whether at the time of giving the authority or subsequently):

- 8.3.1** extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
 - 8.3.2** be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine;
 - 8.3.3** be terminated or varied by the Directors at any time.
- 8.4** This will not affect anything done by the Directors prior to such termination or variation in accordance with the terms of the authorisation.
- 8.5** In authorising a Conflict the Directors may decide (whether at the time of giving the authority or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to any person the Director is under no obligation to:
 - 8.5.1** disclose such information to the Directors or to any Director or other officer or employee of the Company;
 - 8.5.2** use or apply any such information in performing his duties as a Director;
 - 8.5.3** where to do so would amount to a breach of that confidence.
- 8.6** Where the Directors authorise a Conflict they may provide, without limitation, (whether at the time of giving the authority or subsequently) that the Director;
 - 8.6.1** is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
 - 8.6.2** is not given any documents or other information relating to the Conflict;
 - 8.6.3** may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.
- 8.7** Where the Directors authorise a Conflict:
 - 8.7.1** the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict;
 - 8.7.2** the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the 2006 Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.
- 8.8** A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with the provisions of Article 8.2 or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

9. Directors' Declaration of Interests

- 9.1** A Director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of

his interest to the other Directors before the Company enters into the transaction or arrangement in accordance with the Act.

- 9.2** A Director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other Directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under Article 9.1.
- 9.3** Subject, where applicable, to the disclosures required under Article 9.1 and Article 9.2, and to any terms and conditions imposed by the Directors in accordance with Article 9, a Director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account for ascertaining whether a quorum is present.
- 9.4** A Director need not declare an interest under Article 9.1 and Article 9.2 as the case may be:
- 9.4.1** if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - 9.4.2** of which the Director is not aware, although for this purpose a Director is treated as being aware of matters which he ought reasonably to be aware;
 - 9.4.3** if, or to the extent that, the other Directors are already aware of it, and for this purpose the other Directors are treated as aware of anything which they ought reasonably to be aware; or
 - 9.4.4** if, or to the extent that, it concerns the terms of his service contract that have been aware, or are to be, considered at the Board Meeting.

10. Service Directors

- 10.1** The Parent Company may from time to time appoint any person who shall at the time of his appointment be employed by the company or a subsidiary to be a **Service Director** (or similar title) who shall be subject to the following provisions namely:
- 10.1.1** his appointment, continuance in or removal from office and his powers, duties and remuneration shall be determined by the Parent Company;
 - 10.1.2** save as otherwise agreed between him and the Company, the appointment of a person to be a Service Director shall not affect the terms and conditions of his employment by the Company or by a subsidiary of the Company, whether as regard duties, remuneration or otherwise. Save as aforesaid his position as a Service Director shall be vacated if he becomes of unsound mind, or bankrupt, or compounds with his creditors, or if he becomes prohibited by law from being appointed a director, or he gives the Company notice in writing that he resigns such position, or if his employment with the Company or with any subsidiary of the Company ceases, or if the term of his appointment shall have expired, or if the directors resolve that his appointment as Service Director be determined;
 - 10.1.3** a person appointed to such a title shall not by reason thereof:
 - (a) have any right of access to the books of the Company
 - (b) be entitled to receive notice of or attend or vote at meetings of the directors

- (c) be entitled to participate in any other respect in the exercise of any of the collective powers or duties of the directors, or to exercise any of the powers or rights of a director individually,

and, if at the invitation or by the order of the directors, such person shall attend and take part in the proceedings at any meeting of the Board he shall be deemed to do so in an advisory capacity only.

- 10.2 The expression **Service Director** (or any similar title employed pursuant to this article) shall mean a person appointed to hold that position pursuant to this article and the expression **director** where used herein or in the Model Articles shall not include such person or title and a Service Director shall only use that description and shall not describe himself as or hold himself out to be a director.

11. Chairman and Group Chief Executive Officer

- 11.1 The Parent Company may from time to time by written notice appoint a person as a director in accordance with the provisions of Article 6.1 and who shall at the time of his appointment be Chairman.

- 11.2 The Parent Company may from time to time by written notice appoint a person as a director in accordance with the provisions of Article 6.1 and who shall at the time of his appointment be employed by the Company to be the Group Chief Executive Officer (or similar title) who shall be subject to the following provisions namely:

- 11.2.1 his appointment, continuance in or removal from office and his powers, duties and remuneration shall be determined by the Parent Company;

- 11.2.2 save as otherwise agreed between him and the Parent Company, the appointment of a person to be the Group Chief Executive Officer shall not affect the terms and conditions of his employment by the Parent Company or by a subsidiary of the Parent Company, whether as regard duties, remuneration or otherwise. Save as aforesaid his position as Group Chief Executive Officer shall be vacated if he becomes of unsound mind, or bankrupt, or compounds with his creditors, or if he becomes prohibited by law from being appointed a director, or he gives the Company or the Parent Company notice in writing that he resigns such position, or if his employment with the Parent Company or with any subsidiary of the Company ceases, or if the term of his appointment shall have expired, or if the Parent Company resolves that his appointment as Group Chief Executive Officer be determined;

- 11.2.3 a person appointed to such title of Group Chief Executive Officer shall have all requisite power and authority to:

- (a) direct and manage the day to day operations of the Company; and
- (b) engage or dismiss any employee or consultant, or vary the terms of any person so engaged with the Company, without any recourse or reference to the directors of the Company.

12. Pensions and Allowances

The Company may by ordinary resolution provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any person (whether officer or employee) who has held, but no longer holds, any 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 such person's

family (including a spouse or former spouse) or any person who is or was dependent on such person and may (as well before as after such person ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

13. The Seal

13.1 In accordance with the Act, a document may be executed as a deed without affixing the Company seal thereto provided that such execution shall only be used by the authority of the directors or by a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which such form of execution is effected and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

13.2 In accordance with section 49 of the Act the Company may have an official seal for use in any territory, district or place elsewhere than in the United Kingdom.

14. Dividends

14.1 The second sentence of Article 30(2) of the Model Articles shall be omitted from that Article.

14.2 No interim dividend shall be paid without the authority of an ordinary resolution of the Company and Article 30 of the Model Articles shall be deemed varied accordingly.

15. Notices

Any notice required by these articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail. A notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the addressee.